



# **RISE KOHYANG MIDDLE SCHOOL**

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A BRIGHT STAR SCHOOL

**2024-2025**  
**Student and Family Handbook**

# Welcome

Dear RKMS Families,

Welcome to the start of the school year! Here at Rise Kohyang Middle School, students learn to build community while meeting high academic expectations.

We are intentional in the way that we support students both academically and socio-emotionally. We are committed to working with families to ensure that we can best support our students. We appreciate your partnership and request that you communicate with us and reach out if there is anything that we can do to help.



We continue to use i-Ready, an online Reading and Math program, to provide targeted intervention for our students. Our students take three diagnostics in a school year and spend 45 minutes per subject each week in personalized instruction. We provide intervention through Small Group Instruction, and our teachers offer weekly RtI to provide content support.

RKMS is also committed to strengthening our practice as educators to help students build the capacity to understand what is happening in their community. We continue to work to promote Diversity, Equity, and Inclusion (DEI). Our goal is to equip staff and students with tools to be anti-racist and learn to address misogyny, bigotry, racism, and other ills faced by minorities, women, LGBTQ+ communities. Growth is a process, and we are taking steps to ensure that we are addressing vital areas of need.

In these pages, you will find the policies and procedures that we ask our students to abide by. You will notice that we hold our students to very high standards to ensure that we are able to instill in them the skills and qualities necessary to make them successful adults. It is our job as educators to work closely with students and families to ensure that all students are given the tools and proper support to be successful.

Please take a moment to review this handbook together with your child. Thank you for everything that you do for your child and for our school system. Together, we will make a difference in our children's lives!

Sincerely,

Ruth Kim  
Principal  
Rise Kohyang Middle School  
[rkim@brightstarschools.org](mailto:rkim@brightstarschools.org)

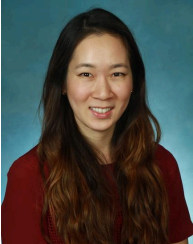









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# School Staff

## Rise Kohyang Middle Leadership Team

<p>Principal Ruth Kim <a href="mailto:rkim@brightstarschools.org">rkim@brightstarschools.org</a></p> 	<p>Assistant Principal of Instruction Betsy Diaz <a href="mailto:bdiaz@brightstarschools.org">bdiaz@brightstarschools.org</a></p> 	<p>Assistant Principal of Culture Albert Beltran <a href="mailto:abeltran@brightstarschools.org">abeltran@brightstarschools.org</a></p> 
<p>Senior Dean of Operations Leslie Aguillon Tzoc <a href="mailto:laguillon@brightstarschools.org">laguillon@brightstarschools.org</a></p> 	<p>Beth Pollak Dean of Instruction <a href="mailto:bpollak@brightstarschools.org">bpollak@brightstarschools.org</a></p>  <p>IMAGE COMING SOON</p>	<p>Office Manager Francesca Barragan <a href="mailto:fbarragan@brightstarschools.org">fbarragan@brightstarschools.org</a></p> 
<p>Office Support Daniel Lee <a href="mailto:dlee@brightstarschools.org">dlee@brightstarschools.org</a></p> 	<p>ASAS Program Coordinator Moises Garcia <a href="mailto:asas-mjgarcia@brightstarschools.org">asas-mjgarcia@brightstarschools.org</a></p> 	<p>School Counselor Sesse Aboli <a href="mailto:saboli@brightstarschools.org">saboli@brightstarschools.org</a></p>  <p>IMAGE COMING SOON</p>
	<p>Community School Manager Karen Medina <a href="mailto:kmedina@brightstarschools.org">kmedina@brightstarschools.org</a></p> 	

Bright Star Schools Support Team

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Enrollment Manager  
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Outreach Coordinator  
Georgina Perez

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# General Information

## School Information

Rise Kohyang Middle School  
Grades 6-8  
Phone Number: 424-789-8338  
600 S. Lafayette Park Pl  
Los Angeles, CA 90057

Fax Number: 310-256-3974

## Phone Hours

An operator is available to take your call during the phone hours of 7:30am-3:30pm. If you call during non-office hours, please follow the recorded directions and leave a message. We will return your call in a timely manner. Please respect our staff by honoring these hours. Additionally, please check our website, [www.brightstarschools.org](http://www.brightstarschools.org) for general information.

## Arrival & Dismissal

Authorized adults (18 years or older) must be listed on the student's emergency card. Name, relationship to student, and addresses are required for all adults listed on these forms. Any adult who is picking up a student must carry photo identification with them and have it ready to show to the school if requested. Oral requests to add a person to a pick-up authorization will not be permitted. All requests must be in writing.

The school reserves the right to make updates to these procedures at any time to ensure the safety of your student and the efficiency of the program.

## Parking Lot Safety

For the safety of our students and visitors, please adhere to the following expectations/procedures for our parking garage:

- Do not use the street to drop off and pick up students.
- Use the parking lot to ensure students safely arrive on campus.
- Do not use cell phones while driving in the lot
- The speed limit is 5 mph at all times
- Do not double park or pass a car unless instructed by a RKMS staff member
- Do not leave your car unattended unless you are parked in a designated parking space
- Please use the designated crosswalks at all times
- Do not ask your student to walk across the parking lot alone. Please escort your student to and from your parking spot
- All RKMS staff and volunteers must be treated with respect and given the authority to direct traffic

## **After School Enrichment Activities: ASES**

ASES stands for After School Enrichment and Safety Program; students participating in the ASES program will remain on campus after the academic day ends to participate in various enrichment activities. Participation is strongly encouraged for all students but not required.

Participating in the ASES program is extremely valuable for character growth as well as for college applications. Colleges seek out well rounded students and electing to be part of this program will strengthen your application. Those who commit to the ASES program must remain enrolled for the entire semester.

The ASES program at Rise Kohyang Middle School will be managed by After-School All Stars (ASAS). Contact information will be available through our website. ASAS will offer enrichment classes based on student interest. They will also provide homework assistance at this time.

## **Food Program**

Information on the school food program can be located in the Org-Wide Policies at the end of this handbook. Students who participate in the school food program should line up during the first 15 minutes of the lunch period in order to ensure ample time to consume their food. After 15 minutes the lunch line will end and no other students will be permitted to join the line.

If a student does not want to participate in the school food program, they may bring a healthy breakfast/lunch from home. We do NOT encourage our students to bring chips, candy, soda or anything with high fructose corn syrup or any beverage other than water.

We also encourage families to use reusable soft lunch bags instead of paper ones or lunch boxes. Each lunch container must be clearly marked with the student's name. Please do not send coolers to school. We do not have the room to store coolers. Glass containers are prohibited on school grounds.

## **Life Experience Lessons (LELs)**

Life Experience Lessons (LELs) have been a hallmark of Bright Star's program since our founding. We believe that students must be offered opportunities to enhance their education with real-life experiences if they are going to succeed in life outside the classroom.

Our LEL program provides both area Day Trips and seasonal Overnight Trips around the country.

## **Day Trips**

Students, teachers and volunteers commit to significant out-of-class learning time around Los Angeles' diverse communities. Excursions include hiking, biking, and beach clean-ups. A variety of plays, music concerts and museum visits are made throughout the year across all grade levels.



## Overnight Trips

Students who achieve academic and citizenship goals have the opportunity to attend the following overnight trips: End-of-the-year trips to national locations. A sample of locations explored in the past: Northern California, Utah, Washington DC and Hawaii. These trips bring lessons to life and include college campus tours that allow students to *envision the possibilities for their futures*. All parents must complete a general Field Trip Permission Slip for each trip that students attend.- Students without a trip slip will not be allowed to attend field trips.

## Student Contribution

For LEL trips taking place after the school year ends, students are expected to pay a small fee for their trip in order for RKMS to bring as many students as possible who qualify. The fee is dependent on the total cost of the trip, but is typically between 10%-20% of the total trip cost. Depending on our travel arrangements, this fee may not be refundable within 60 days of the LEL departure date. The end of the year LELs are not a part of the school's core curriculum. For those students who are unable to pay the contribution, there is a scholarship form. The expected family contribution will be adjusted based on the family's income and household size. Payment plans are also available upon request. Any questions or concerns regarding a trip or expected family contribution can be addressed to the LEL Coordinator.

## Textbooks

Textbooks **for certain subjects** will be issued for use during the academic year and will remain the property of the school. *If a student loses a book, they will be charged for the full replacement cost of the book.*

## Novels

Students will read novels as a part of the ELA curriculum. The required books from the library are not for students to keep and must be replaced if students damage or lose them. The cost to replace a novel is \$10. If a novel is lost or damaged in the middle of reading, it is the student's responsibility to replace it.

## Study Supplies

In order to be successful in the classroom, you must be prepared with the proper tools. Backpacks or book bags are required for carrying books and supplies to and from school. In addition, a list of prohibited classroom items will be shared at the beginning of the year. It is recommended that all personal items (backpack, uniform, pencil boxes and supplies, etc) be labeled with the student's full name and grade level.

## Closed Campus

All Bright Star Schools are closed campuses and students may never leave campus without an adult. This is especially important during transition periods such as between classes. Leaving campus without permission is considered ditching and disciplinary action will ensue from such choices.

# Parental Support of Technology

Parents of Bright Star students are requested to supervise the use of any type of technology at home. We need the help and support of all parents to prevent any negative or harmful use of computers and/or any other means of communication. Reach out to your students Counselor and/or any school Administrator for support in managing incidents involving misuse of technology. If a student damages or loses any technology, they will be charged for the full replacement cost of the item. Students may also be charged for minor damage and repairs if a student's actions led to the replacement.

# Photography/Video Taking

Taking pictures or videos on campus are prohibited at all times on the school grounds unless expressly pre-authorized by a school administrator in writing. Students who violate this are subject to appropriate disciplinary actions. Parents who violate this norm will be officially warned, and, if the behavior continues, may be banned from any school supervised or sponsored events.

# School Calendar



## 24-25 Academic Calendar

**August 2024**  
**8/13: First Day of School**  
 8/30: Pupil Free Day, No School

**September 2024**  
 9/2: Labor Day Holiday, No School

**October 2024**  
 10/14 - 10/18: Fall Break, No School  
 10/21: Pupil Free Day, No School

**November 2024**  
 11/11: Veteran's Day Holiday, No School  
 11/25 - 11/29: Thanksgiving Break

**December 2024**  
 12/19 - 1/3: Winter Break, No School

**January 2025**  
 1/10: Pupil Free Day, No School  
 1/20: Martin Luther King, Jr. Holiday, No School

**February 2025**  
 2/17: President's Day Holiday, No School

**March 2025**  
 3/14: Pupil Free Day, No School  
 3/31: Cesar Chavez Day Holiday, No School

**April 2025**  
 4/14 - 4/18: Spring Break, No School  
 4/21: Pupil Free Day, No School

**May 2025**  
 5/26: Memorial Day Holiday, No School

**June 2025**  
**6/10: Last Day of Instruction**

August							September							October							November							
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				1	2	3	1	2	3	4	5	6	7				1	2	3	4	5						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	27	28	29	30	31	24	25	26	27	28	29	30								

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

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

# Family Communication

## School Appointments

To meet with an administrator, parents should make arrangements by calling the school office during the above hours. Appointments with faculty members should be made directly with the teachers. Teachers need at least 24 hour notice in order to schedule quality time with you. Please send a note to the teacher or email him/her for an appointment. You can also leave a voice message for a written or phone reply. Messages will be returned during the teacher's planning time.

## Visiting Campus

We have an "open door" policy for all parents/guardians of currently enrolled students, who wish to visit the RKMS campus.

Parents are strongly encouraged to observe their child's classes, as it is truly the best way to understand the education your student is receiving. In order to minimize the disruption to instruction, parents are asked to schedule the observation with the Main Office at least 24 hours in advance. At the time of scheduling, parents will be given a copy of the protocols to be followed during classroom observations. All visitors are asked to sign in and wear an identification badge. A visitor's pass may be picked up from the main office. The school reserves the right to refuse admission.

## Family Communication

RKMS publishes their own parent newsletter that gives regular updates on all events and issues at school. We also have links to each of our schools through ParentSquare.

## Parent Portal on Aeries

Parents have access to their student's academic information online via Aeries Student and Parent Portal. Each family will receive their student's login information at the beginning of the year. If your student does not communicate with the parent-portal log-in, please feel free to come to the front office and request the information in person. Some of the information available to parents include: current class grades, missing assignments, test scores, and attendance. There are other useful tools and features that can help the parent monitor their student's progress and success.

## Requesting Student Records

Any request for student records must be submitted to the school's main office. Requests for copies of cumulative records and/or transcripts will be met within five business days. Copies of academic progress records will be sent home by advisory teachers throughout the year as well.

# Academic Policies

## Standards-Based Grading

Standards-based grading is a way to

1. Assess students' knowledge of skills
2. Provide accurate data in a fair way
3. Focus on critical thinking and analysis

Students receive a numerical grade between 1-4 in which a score of 3 represents meeting grade level standards. Students are allowed to retake assignments in which they originally score below meeting standards. Teachers are assessing student knowledge of the skill required of the content standard. All the standards-based grades will be averaged to determine a student's final grade in class. Below you will see the range and corresponding performance band.

RKMS Grading Scale (OTCU)			
SBG	OTCU	Performance Band	Description
3.41-4	On Target	Standard Exceeded (4)	Demonstrates understanding beyond grade level standards consistently and independently
2.7-3.41	On Target	Standard Met (3)	Demonstrates understanding of grade level standards consistently and independently
2.0-2.7	On Target	Approaching Standard (2)	Demonstrates partial understanding of standards with or without support
Below 2	Catch Up	Standard Not Met (1)	Demonstrates minimal (or no) understanding and does not meet the grade level standards with support

## Google Classroom

Assignments are usually posted on teachers' Google Classrooms. Please check your child's Google Classroom for assignment and project information.

## iReady - Interims and Interventions

We have adopted the iReady program to support our students with ELA and math skills. It is a computer-adaptive program that caters problems to students' level. Teachers will receive detailed reports regarding student progress and will be able to deliver tailored intervention lessons. All students will have an intervention block that is embedded into the school day. Additionally, all students will take the diagnostic exam three times a year to measure their growth on ELA and math standards.

## Promotion Goals

In order to advance to the next grade level students need to meet 5 out of 7 promotion goals.

<b>Math</b>	Pass class with > 2
<b>English Language Arts</b>	Pass class with > 2
<b>Science</b>	Pass class with > 2
<b>Social Studies</b>	Pass class with > 2
<b>Essentials</b>	Pass class with > 2
<b>Combined Class Average (CCA)</b>	Average CCA > 2
<b>Writing Exams/DBQ</b>	Pass 1 out of 2 exams

## Special Education

Promotion for students with disabilities, who either have active Individualized Education Plans (IEPs) or 504 plans, are accommodated based on student needs. Promotional criteria is created jointly by the IEP team.

## Student Success and Progress Team (SSPT)

A Student Success and Progress Team (SSPT) is formed for students who are at risk of repeating a grade level. SSPTs are held throughout the year in order to continuously determine the appropriate educational supports the student may need. An SSPT consists of the student, family, and school staff. After the initial SSPT, team members reconvene to discuss progress, and continuous revisions of the SSPT are made in order to determine which supports work best. If a student continues to struggle despite various accommodations and supports, the school and/or family may request an evaluation for special education eligibility.

## Promotion/Graduation Ceremonies

Sixth and Seventh grade students take part in Promotion ceremonies, while Eighth grade students have Graduation. Students are awarded with diplomas and an array of awards- including but not limited to CCA and content specific awards.

## Uniform Policy

Bright Star Schools are schools of choice. In order to facilitate and maintain an effective, healthy and safe learning environment, the principal, staff, and parents of Bright Star Schools have developed this uniform dress code policy. The purpose of this dress code policy is to prepare students for the business world by teaching them to dress in a professional manner, to prevent distractions in class and on campus, and to minimize the potential for competition between students. All students are expected to wear clothes that comply with this uniform dress code

policy to school each day. There will be days during the school year when students will be allowed to come to school in free dress. These days will be shared with families through our school communication systems.

This uniform dress code policy has been adopted in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school.

Student clothing should be in good condition and of appropriate size. Students should dress in a way that is appropriate to the learning environment and is safe. Clothing should fit properly. Clothing should not contain any pattern, design, or logo that is disruptive or inappropriate, vulgar, violent, or discriminatory. Students or parents requesting an exemption from any provision of this Uniform Dress Code policy for religious or other reasons should contact the Bright Star Schools office directly.

## Purchasing Uniforms

Students may purchase official school uniforms with logos at Cambridge Uniforms located at 220 S. Market St, Inglewood, CA 90301; phone is (310) 673-3131. However, students are not required to purchase clothing through Cambridge Uniforms. Students may purchase uniform clothing without the school emblem as long as the clothing meets the criteria for color and fit.

## Dress Code Compliance

No student shall be sent home from school or denied attendance to school, or penalized academically or otherwise discriminated against, for noncompliance with the school uniform dress code policy. However, any student who arrives at school in nonconforming clothes will be provided with conforming clothing by Bright Star Schools for the day. We respectfully ask that parents help ensure our policy before the student arrives on campus each day.

Should your student or family have any special needs or circumstances with regard to the uniform, please contact your counselor or call Marni Parsons, Director of Student Services, at 323-954-9957 ext. 1004.

Item	Policy
Shirt	<ul style="list-style-type: none"> <li>● Navy blue polo-collar shirt with or without Bright Star Schools emblem.</li> <li>● Solid navy blue PE shirt with or without Bright Star Schools logo.</li> <li>● Bright Star Schools/RKMS T-shirts</li> <li>● Shirts must be short or long-sleeved, no sleeveless tops or shirts with logos are permitted. Undershirts may be worn and need to be one solid color.</li> </ul>
Pants Shorts Skirts	<ul style="list-style-type: none"> <li>● Khaki in color with or without Bright Star logo on front pocket.</li> <li>● No jeans/denim, tight fitting, loose pants, or non PE sweatpants. No leggings or cargo pants. Pants must be worn at the waist and remain at the waist.</li> <li>● Pants cannot be too tight or too baggy.</li> </ul>

PE Attire	<ul style="list-style-type: none"> <li>● Plain solid navy blue or RKMS PE sweat pants or shorts bottoms (sweat pants or shorts).</li> <li>● Solid navy blue or white PE shirt with or without Bright Star Schools logo.</li> <li>● PE uniforms can be worn everyday.</li> </ul>
Jackets Sweatshirts	<ul style="list-style-type: none"> <li>● Cardigans, sweatshirts, sweaters, vests, or jackets must be solid navy blue with or without RKMS/Bright Star Schools logo.</li> <li>● Bright Star Schools outerwear as allowed by admin.</li> <li>● No patterns, logos, or designs allowed.</li> <li>● All college sweaters are allowed.</li> <li>● Hoodies are allowed on campus, but hoods should be removed before entering the building.</li> </ul>
Socks Tights	<ul style="list-style-type: none"> <li>● Socks may be any color.</li> <li>● Plain navy blue/black/white tights/leggings are acceptable.</li> </ul>
Shoes	<p>Students may choose their shoes as long as they meet the following criteria:</p> <ul style="list-style-type: none"> <li>● Students can run in their shoes.</li> <li>● Shoes must completely cover the toes and heel.</li> <li>● No slippers, sandals, Crocs, Uggs, open toes, backless, or slip-ons.</li> </ul>

Any complaints related to the costs of conforming clothing should be addressed to the school's Principal through the school's Uniform Complaint Procedure, set forth in Uniform Complaint Procedure Policy approved by the Board of Directors and published in the Student and Family Handbook.

## Dress Code

Students must wear school uniform as outlined above except on free dress days. The following rules apply during both school uniform and free dress days:

- Students must wear a shirt and bottom, or romper/dress, and shoes.
- Shirts must cover the entire torso and straps must be at least 2 inches wide.
- Students must be able to run in their shoes, shoes must cover the toes and heel, and no shoes with rollers or any distracting function are permitted.
- Bottoms, rompers, and dresses must reach mid-thigh or longer.
- All clothing must be made of opaque material.
- Undergarments and private parts must be completely covered.
- Students cannot wear any images and/or references to: any illegal item or activity, hate speech, drugs, nudity, discriminatory, violent language, inappropriate language, profanity.
- Hats are not permitted in class except in the case of a religious or cultural exemption.

## Volunteer Opportunities

For information on the volunteer policy at all Bright Star Schools, please see the Org-Wide Policies at the end of this handbook.

## Parent Volunteer Opportunities

Rise Kohyang Middle School values parent and family involvement, and understands the important role families play in a student's academic success. Research shows that the number one predictor of a student's learning success is parent involvement. Therefore, we invite parents/guardians to help us at one of the following events. However, parents/guardians are welcome to volunteer at more events if desired. Dates will be announced through our official calendar.

There are many ways to volunteer at RKMS, and you may have a skill, talent or resource to offer that would benefit our community. For more information about the specific needs of our school or to share your skills and resources with us please contact the school office.

Charter schools are prohibited from requiring a parent or guardian to perform volunteer service as a condition of their child's admission, continued enrollment, and/or participation in the school's educational activities, or otherwise discriminating against a student because their parent cannot, or will not provide voluntary service to the school. In other words, while your participation in the parent volunteer and engagement activities is encouraged, it is not required.

Event	Dates	How you can help
Parent Engagement Kick-Off Meeting	September	Event participation
Parent Meetings	September to May	Provide refreshments, event participation
School Site Council Meetings	September to May	Provide refreshments
Information Sessions	September to June	Provide refreshments, serve as a parent speaker
Holiday Show	December	Provide refreshments
Spring Sing	April	Provide refreshments
Teacher Appreciation Week	May	Lunch every day for Teacher Appreciation week
Evening of Excellence	June	Provide refreshments and desserts
Promotion Ceremony	June	Provide refreshments

## School Culture

### RKMS Vision

R – Reciprocate. **Give back.**

I – Initiate and Innovate. **Change starts with you.**



**S** – Steward. **Be an advocate for change.**

**E** – Elevate through **Education.**

## Core Values

**Advocacy** is a core value we instill in our students based on RKMS' Mission and Vision. Students demonstrate this value per grade level Student Led Conferences where they show

6th - Advocacy of **Self**

7th - Advocacy of **School**

8th - Advocacy of **Community**

Our culture of **high expectations** emphasizes character development and strong values; this is called our PREP system at RKMS. Students must be Prepared, Respectful, Engaged and Professional. We track this on our Dean's List Program.

Our high **standards of accountability** ask the entire school community to strive for our shared success. One way we do this is by avoiding "social promotion" of our students before they meet grade level standards. Our openness to **continuous improvement** creates an atmosphere comfortable with change. We constantly evaluate and improve our curriculum and experiences.

## School Wide Expectations

The goal of Bright Star Schools is to create a culture of professionalism and success for all students, teachers and staff. All individuals on campus are expected to hold themselves to high standards of conduct and professionalism. We strive for mutual respect and admiration between students and adults.

The following expectations are to be upheld on every Bright Star Campus in and out of the classroom:

1. Bright Star students will be **PREPARED** in arriving at school and class.
2. Bright Star students will be **RESPECTFUL** to peers and adults on campus.
3. Bright Star students will be actively **ENGAGED** learners.
4. Bright Star students will be **PROFESSIONAL** in wearing the uniform and being prepared for class.

Any student who exhibits an unwillingness to comply with these expectations will be referred to the Principal or Dean of Student Culture for appropriate interventions and disciplinary actions, which may include detention, parent conferences and Restorative Circles.

## Middle School Values

**6th Advocacy of Self \* Conscientiousness** – We agree to a strict moral code in which honesty, above all, is respected. We value accountability, personal responsibility, and learning from our mistakes. We understand that we must take care of ourselves before we can take care of others.

**7th Advocacy of School \* Compassion** – We learn that taking care of others (family,

friends/peers, classmates, our school, local and global communities) is the noblest thing we can do. We learn to work as teammates, focusing on cooperative efforts by the members of a group or team to achieve a common goal.

**8th Advocacy of Community \* Creativity** – We brainstorm new solutions to old problems by thinking “outside of the box.” We express ourselves in unique written, oral and artistic ways.

## Detention

Bright Star Schools may run a “Detention Hall” on each campus. This is known as Wilshire Workshop at RKMS. The hours will vary according to campus but may be before or after school. In the event your student receives detention for any behavior or conduct issue you will be notified by phone so that you may plan accordingly.

California Code of Regulation - 5 CCR § 351,353

- A student cannot be held in school for discipline or any other reason for more than one hour after school.
- A student may not be required to do any work or tasks that may be hazardous to their health.

## Cell Phone Policy

Recognizing some parents/guardians will want their student to carry a cell phone, students are permitted to bring a cell phone to school, given phones are completely out of sight and unheard. School phones will be used in the case of an emergency. Cell phones should not be visible during the school day or school sponsored after-school activities. If used during the school day or school sponsored after-school activities, school staff may confiscate the student’s phone at their discretion. In the case a cell phone is confiscated the cell phone must be picked up at the end of the day. If not picked up in this time frame, the school will not be responsible for, or investigate, any claims of lost or stolen phones.

## **Policies Affecting All Bright Star Schools**



**BRIGHTSTAR**  
**S C H O O L S**

**Stella Elementary Charter Academy, Stella Middle Charter Academy, Stella High Charter Academy, Valor Academy Elementary, Valor Academy Middle, Valor Academy High, Rise Kohyang Elementary, Rise Kohyang Middle, Rise Kohyang High**

Updated May 1, 2024

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# Governance

## Bright Star Schools Board Meetings

The Bright Star Schools Board of Directors is composed of members who represent a wide range of skills, experiences, and backgrounds. The Board includes experts on law, construction, education, finance, communications, and technology. The Board meets to review and discuss large-scale, org-wide discussions and to vote on items typically affecting all schools or major projects. All meetings are open to the public. Check our website for dates, times, and locations of these meetings. All meetings will also be teleconferenced and the dial-in is available on each agenda. If you wish to attend a board meeting and would like disability-related accommodations or modifications, please contact your school's main office or [board@brightstarschools.org](mailto:board@brightstarschools.org) for more details. Additionally, time will be held at the beginning of each meeting for public comment. We welcome and encourage comments from our stakeholders; due to state compliance laws, the board is unable to respond directly to any speaker. If you are interested in speaking or have any questions about the process in doing so, please email [board@brightstarschools.org](mailto:board@brightstarschools.org).

## School Site Council

A School Site Council (SSC) is a group of teachers, parents, administrators, and interested community members who work together to develop and monitor a school's improvement plan. It is a legally required decision-making body for any school receiving federal funds. Each Bright Star School will maintain a SSC composed of school administrators, parents, students, and community members. Dates and times of School Site Council meetings are set by each individual Council. Elections are held in the fall of each school year. If you are interested in serving on your school's School Site Council, please contact your school's main office for further information.

# Visitor and Volunteer Policy

## Parent Involvement Vision

Bright Star Schools value parent and family involvement, and understand the important role families play in a student's academic success. More importantly, research shows that the number one predictor of a student's learning success is parent involvement. We view parent engagement on a continuum of activities that happen in the home, within the school community and contribution to the greater Bright Star School organization.

## Visitor and Volunteer Conduct Expectations

Bright Star Schools expects that all parents will conduct themselves in a professional and courteous manner while volunteering, visiting campus, and/or participating in a school event. The following conduct is expected:

- Sign-in at the front office, retrieve, and wear a visitor's pass.
- Ensure the physical and emotional safety, health or well-being of another individual.
- Use of appropriate language.
- Respect towards all other individuals.
- Free of the influence of alcohol or illegal drugs and controlled substances.

- Maintain a campus free of weapons or dangerous objects
- Protection and maintenance of school and personal property.
- Maintain a neat and modest appearance with closed-toe shoes.

## Visitor Policy

A “*visitor*” is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

1. Visits during school hours should first be arranged with the teacher and Principal or designee, at least twenty-four (24) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least twenty-four (24) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the classroom teacher and the Principal or designee.
2. All visitors (including volunteers) shall register in the Visitors Logbook in the main office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, age (if under 21), their purpose for entering school grounds, and proof of identity.
3. For purposes of school safety and security, the Principal or designee may design a visible means of identification for visitors while on school premises.
4. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g. fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Charter School reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.
5. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Charter School shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Charter School, consistent with the law. The Charter School Board of Directors and Bureau of Children’s Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.
6. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher’s and Principal’s written permission.
7. Before leaving campus, the visitor shall sign out of the Visitors Logbook in the main office.

# Volunteer Policy

There are many ways to volunteer your time at Bright Star Schools, and you may have a skill, talent, or resource to offer that would benefit our community. For more information about the specific needs of your campus or to share your skills and resources with us please contact the office at your student's campus. Remember, together we can change children's lives.

A "volunteer" is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

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

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with Charter School a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Charter School Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.
3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least twenty-four (24) hours in advance, unless approved by the Principal.
4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.
5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.
6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
7. Volunteerism by parents is encouraged but not mandatory. Any volunteer hours are tracked for purposes of maintaining data on the parent participation at the School.

## Volunteer Opportunities & Scheduling

Volunteer opportunities include:

- Supervising safety on campus (e.g. arrival & dismissal traffic, lunch play time)
- Supporting office staff
- Chaperoning field trips (mini-LELs)
- Facilitation of school events
- Fundraising
- Serving as a guest speaker
- Updating bulletin boards & campus décor

- Serving as a parent leader (School Site Council, Parent Ambassador, etc)

Once the “Steps to Volunteer” are complete, volunteers may begin scheduling their service through the office staff. In the event a volunteer has to cancel, please notify the office as soon as possible. To include as many people as possible, volunteer hours are limited to 5-7 hours per week per individual at the discretion of the site administration.

## **Steps to Volunteer**

The following steps are in place to ensure the safety of our students. Due to the nature of the screening process, please note that it might take 2-4 weeks to complete. This process must be completed each academic year.

1. Complete the Volunteer Application form. (If you have students at more than one Bright Star School, an application must be turned into each office.)
2. Take your Driver's License/ID Card to the school office for photocopying. (Original documents only; photocopies are not accepted.)
3. Review the District Policies on Volunteers and Field Trips. By signing the Volunteer Assistance form, you agree to uphold these policies.

In the case that volunteers wish to actively participate on campus or chaperone field trips the following steps must also be completed.

4. Upon completion of items (1) and (2), Bright Star Schools will arrange a TB risk assessment test and background check to be completed. (BSS covers all costs.) Volunteers will also be required to certify they are fully vaccinated for COVID-19.
5. Take TB clearance form to school for photocopying. (A photocopy will be accepted.)
6. Once background check results are received, volunteers will be notified of official clearance to be eligible to begin volunteering.

## **Policies On Volunteer Assistance And Field Trips**

Volunteers are subject to school rules and regulations both on school campuses and on field trips.

Parents or guardians acting as chaperones for a field trip may not bring other children on the trip. Their responsibility is to help monitor and supervise students assigned to them. Only students enrolled at school and in that particular class are allowed on field trips.

Supervisors of the trip are responsible for ensuring that the chaperones know their roles and responsibilities. Adults and staff members' first task as a chaperone is to provide for the safety of participating students. Chaperones, if not a school district employee or the parent(s) of the student(s) on the field trip, must be at least twenty-five (25) years of age.

Emergency situations are to be reported to the administration and staff as soon as possible. Such situations would include serious injury, illness, or death; intoxication or possession of drugs/alcohol; arrest by the police; and/or extreme cases of defiance, belligerence or insubordination that presents a threat to the safety and wellbeing of students or others.

## **Code of Conduct**

Bright Star Schools expects that all parents will conduct themselves in a professional and courteous manner while on campus or participating in a school event. The following conduct is prohibited:

- Any willful act that endangers the safety, health or wellbeing of another individual.
- Horseplay with students, other faculty or staff.
- Use of foul, profane, or otherwise unacceptable language.
- Overtly hostile behavior that may include yelling or name calling.
- Possession of or being under the influence of alcohol or illegal drugs and controlled substances.
- Possession of firearms, or any other dangerous weapon.
- Theft or misuse of school property.
- Under no circumstances can a parent verbally or physically threaten any student or staff member.

In return for their support, parents can expect to be treated with respect, to receive timely communication and to be treated as a partner in their student's education. Failure to abide by these expectations will result in a verbal warning and/or possible removal from campus.

Violating these guidelines will result in a verbal warning and written warning to cease the behavior. If the behavior continues, another written warning will be issued banning the parent from campus for a specified period of time.

## **Limitations of Volunteering or Visitation**

1. The Principal or designee may seek the assistance of the police in managing or reporting any visitor or volunteer in violation of this Policy.
2. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
3. The Principal may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.
4. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Charter School's orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person. The hearing can constitute a meeting with the Principal and a Bright Star Schools administrator such as a Head of Schools, the Deputy Superintendent of Education, or the Vice President of Student and Family Services.
5. The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.

6. This Policy does not authorize Charter School to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

## Posted Notifications

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

## Penalties

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

## Problems or Concerns

If a parent has any problems or concerns they should first reach out to their respective Counselor to discuss the issue; Counselors can be reached via phone or email. Counselors will work with administration, teachers and the family to resolve issues that may arise. In order to maintain a safe environment for all students and staff, an administrator has ultimate discretion in determining who is allowed on campus.

## Attendance Policy

Bright Star Schools ("Bright Star" or "School") currently operates nine public charter schools in Los Angeles County. Parents and guardians are responsible for ensuring that their children attend school regularly. Bright Star Schools expects all students to be in attendance every day that school is in session. Students who have excellent attendance do better academically, socially and emotionally compared to their peers who have poor attendance. Excellent attendance will be celebrated. Below are the requirements and procedures by which students will be held accountable.

The purpose of this Attendance Policy ("Policy") is to provide School staff, parents, guardians, and students an understanding of the School's Policy and ensure that all students attend school in accordance with California's compulsory education laws and take full advantage of the educational opportunities provided by the School. This Policy shall apply to all of Bright Star's schools.

## No-Show Policy

At the beginning of the school year, if a student is absent during the entire first week of the year without any parent communication, the student will be marked as a no show. The office will make several attempts to verify the student's enrollment status before dropping the student; however, if no communication can be established, the student will be dropped from the school roster in accordance with the due process procedures specified in the school's involuntary removal notice below, and another student will be admitted from the waitlist.

## Excused Absences

A student's absence shall generally be considered "excused" for any of the following reasons:

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health (if more than two days consecutive, must be accompanied by doctor verification)
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometrist, or other similar health-related appointment. However, families are encouraged to schedule such appointments outside of school hours.
  - a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. Attendance at a funeral service for a member of the student's immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California.
5. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).
6. Authorized at the discretion of the Principal, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
7. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.
8. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence
9. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
10. To spend time with a member of the student's immediate family who is an active duty member of the uniformed services, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position, for a specific number of days as determined by the student's Principal or designee.
11. Attendance at the student's naturalization ceremony to become a United States citizen.
12. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
13. Middle school and high school students will be excused from school for one school day



long absence per school year for participating in a civic or political event. Includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

14. Participation in religious instruction or exercises as follows: The student shall be excused for this purpose on no more than four (4) school days per month.
15. Upon advance written request by the parent or guardian and approval by the student's Principal or designee, for justifiable personal reasons, including, but not limited to:
  - a. Appearance in court;
  - b. Attendance at a funeral service other than as stated above;
  - c. Observance of a holiday or ceremony of the pupil's religion (not to exceed one schoolday per semester).; or
  - d. Attendance at religious retreats.
  - e. Attendance at an employment conference.
  - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

For the purpose of the absences described above, "immediate family" means the student's parent or guardian, sibling (biological, adoptive, or step-sibling), grandparent, or any other relative living in the student's household.

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

Please schedule appointments and family vacations during out of school time. A student can only leave school for a partial absence if a parent or designated guardian who is listed on the student's emergency contact information comes to the front office in person and signs the student out. Identification will be checked prior to release of the student. If a guardian not listed on the student's emergency contact needs to check out a student, previous permission must be granted through administrative staff or the student's Counselor. All students are expected to return to school within a reasonable time after the appointment ends, and they must sign back in at the front office upon returning to campus.

## **Unexcused Absences**

All absences that do not fall under the excused absence list above shall be considered "unexcused". Examples of unexcused absences include missing class or other mandatory School activities due to a family trip or vacation, caring for siblings, lack of transportation to school, or otherwise skipping class.

## **Method for Verification of Absences**

Verification of absences is necessary for purposes of enforcing compulsory education laws. Parents or guardians must notify the School, within 24 hours, of the reason for any absence, excused or unexcused. When reporting a student absent, the parent or guardian must call the student's respective School's campus office each day the student is absent. If the School does not receive a call, School staff will attempt to contact the parent or guardian to verify the

absence.

For all absences, the parent or guardian shall, upon the student's return to School following the absence, provide a satisfactory written explanation verifying the reason for the absence. Unless otherwise provided in this Policy, the following forms of documentation can be used to verify excused absences:

- Written note or email from the parent or guardian.
- Physician's note verifying the reason for the absence should it be due to a personal medical appointment or illness.

Verification of absences must include the date of the absence, reason(s) for the absence, and must be signed by the parent, guardian, or physician, as appropriate. All absence notes must be submitted within 10 calendar days of the original date of absence. Email verifications may be checked by telephone confirmation with parent or guardian. If a student shows a pattern of chronic absenteeism due to illness, School staff may require physician verification of any further absences. An absence not properly verified will be considered unexcused. The Principal or designee, at his or her discretion, may require additional documentation to verify whether an absence is excused.

## Attendance Panel

Regular school attendance is fundamental to learning. In order to effectuate the goals of this Policy, Bright Star utilizes an Attendance Panel ("Panel"). Key objectives of the Panel are to help work with families to ensure school attendance, and to make determinations at attendance-related parent conferences and hearings. The Panel shall consider and determine whether a student's unexcused absences constitute a voluntary withdrawal from the School. There is no appeal from the Panel's determination in that regard.

The Panel shall consist of at least three members of the School's administration, which may include School Administrators, selected by the Executive Director. The school principal for any particular student should not participate as a panel member for conferences and determinations for that student, but may participate in a non-adjudicatory role.

## Consequences for Excessive Unexcused Absences

The School shall implement the following procedures and interventions with regard to unexcused absences that occur in one school year:

- **2 unexcused absence:** The School Office Manager will be calling home to verify the reason for the absence.
- **4 unexcused absences:** The School Counselor will be calling home to determine barriers to attendance and provide resources. Additionally, the student's School Administrator may also call home.
- **Upon the 6th unexcused absence:** An Attendance Warning letter will be sent home. A meeting will be conducted by the principal or designee, student's counselor and one other school staff member to determine what resources may be needed to ensure the student's improved attendance at school and notifying the parent/guardian of the student's absentee status and to review the student's records and develop an intervention plan. Parents will also be reminded of this attendance policy.

- **After the 8th unexcused absence:** the Principal or designee will contact the parent or guardian by telephone to discuss the reason(s) for the absences. The School will send the parent or guardian a second Attendance Warning Letter and schedule a mandatory attendance meeting with the Panel to determine how the School can help improve the student's attendance.
- **After the 10th unexcused absence:** the School will interpret this as the parent's or guardian's expression of an intent and desire to voluntarily withdraw their child from the School. The Principal or designee will contact the parent or guardian by telephone and send the third and Final Attendance Letter/Involuntary Removal Notice acknowledging the parent or guardian's desire to voluntarily withdraw their student from the School. The letter will provide an opportunity to the parent, guardian or Educational Rights Holder to request a hearing regarding the child's unexcused absences and voluntary withdrawal from the school. The hearing shall occur not less than five school days before the effective date of the withdrawal. The parent or guardian will have the opportunity to present testimony and evidence. If the parent or guardian does not request a hearing within five (5) days of receiving the Final Attendance Letter/Involuntary Removal Notice, or fails to appear at this hearing, the School will acknowledge the failure to request or appear as the voluntary withdrawal of the child from the School. On the effective removal date indicated on the Final Attendance Letter/Involuntary Removal Notice, the School shall drop the student from its roster and notify the District Superintendent of the student's last known District of Residence.

## Involuntary Removal

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

## Universal Meals Policy

Bright Star Schools ("Charter School") Governing Board (the "Board") recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Principal or designee shall facilitate and encourage the participation of students from low-income families in the Charter School's food service program.

Each Bright Star school site shall provide at least one nutritionally adequate meal (breakfast or lunch) each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria.

"*Schoolday*" means any day that pupils in kindergarten or any of grades 1 to 12, inclusive, are present at a schoolsite or school facility for purposes of instruction or educational activities, as defined in Section 49010, including, but not limited to, pupil attendance at minimum days, state-funded preschool, transitional kindergarten, summer school including incoming kindergarten pupils, extended school year days, school-sponsored field trips, independent study when a pupil is onsite during the schoolday, and Saturday school sessions.

*“Nutritionally adequate breakfast”* is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program (“SBP”), as defined in Section 220.8 of Title 7 of the Code of Federal Regulations.

***“Nutritionally adequate lunch”* is one that qualifies for reimbursement under the most current meal pattern for the federal National School Lunch Program (“NSLP”), as defined in Section 210.10 of Title 7 of the Code of Federal Regulations.**

Bright Star Schools (“Charter School”) Governing Board (the “Board”) recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Executive Director or designee shall facilitate and encourage the participation of students from low-income families in the Charter School’s food service program.

Commencing with the 2022-23 school year, each Charter School school site shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, to each student who requests a meal without consideration of the student’s eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal per and one (1) free lunch each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

**Universal Free Meals Application and Notification**

If the Charter School participates in the National School Lunch Program and/or federal School Breakfast Program, the Charter School will continue to collect meal application forms aligned with federal regulations. However, regardless of eligibility for free or reduced-price meals, ALL students who request meals will receive meals free of charge, consistent with this Policy and Education Code Section 49501.5. The Executive Director or designee shall ensure that the application form for the universal meals program and related materials include the following statements:

1. Applications for school meals may be submitted at any time during a schoolday.
2. Regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.

Children participating in the federal NSLP and/or SBP will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means. The application packet shall include the following notifications and information using simple and culturally appropriate language:

1. A notification that the child may qualify for free or reduced-cost health coverage.
2. A request for the applicant’s consent for the child to participate in the Medi-Cal program, if eligible, and to have the information on the school lunch application shared with the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program.

3. A notification that the Charter School will not forward the school lunch application to the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program, without the consent of the child's parent or guardian.
4. A notification that the school lunch application is confidential and, with the exception of forwarding the information for use in health program enrollment upon the consent of the child's parent or guardian, the Charter School will not share the information with any other governmental agency, including the federal Department of Homeland Security and the Social Security Administration.
5. A notification that the school lunch application information will only be used by the entity designated by the State Department of Health Care Services to make an accelerated determination and the state and local agencies that administer the Medi-Cal program for purposes directly related to the administration of the Medi-Cal program and will not be shared with other governmental agencies, including the federal Department of Homeland Security and the Social Security Administration for any purpose other than the administration of the Medi-Cal program.
6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements.

If Charter School elects to post its school meal application online, it will include the following:

1. Include a link to the Internet Web site on which translated applications are posted by the United States Department of Agriculture, with instructions in that language that inform the applicant how to submit the application.
2. Require completion of only those questions necessary for determining eligibility.
3. Include a clear statement that regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.
4. Include clear instructions for families that are homeless or migrant.
5. Comply with the privacy rights and disclosure protections established by Public Laws 113-79 and 105-277.
6. Include links to all of the following:
  - (i) The online application to CalFresh.
  - (ii) The online single state application for health care.
  - (iii) The Internet Web page maintained by the State Department of Public Health entitled "About WIC and How to Apply," or another Internet Web page identified by the State Department of Public Health that connects families to the Special Supplemental Nutrition Program for Women, Infants and Children.

(iv) The Internet Web site of a summer lunch program authorized to participate within the city or school district.

### **Direct Certification**

Although every family should submit an application for school meals, in certain circumstances, Charter School may be able to determine student eligibility without further application. Charter School shall directly certify as eligible the following students:

1. Any child who is a member of a household receiving assistance under the supplemental nutrition assistance program as eligible for free lunches and/or free breakfasts under the Child Nutrition Act of 1966.
2. Any child who is a member of a household that receives CalWORKs (also known as Temporary Assistance for Needy Families or "TANF") or CalFresh aid.
3. Any child who is a member of a household that receives the assistance of a Food Distribution program on Indian Reservations.
4. Any child identified as a foster, migrant, homeless or runaway youth, as defined by the California Education Code.

This Policy prohibits the Charter School from disciplining a student which would result in the denial or delay of a nutritionally adequate meal to that student.

### **Confidentiality/Release of Records**

All applications and records related to the universal school meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to the universal meals program for the following purposes:

1. Disaggregation of academic achievement data
2. Identification of students eligible for alternative supports in any school identified as a Title 1 program improvement school

If a student transfers from the Charter School to another charter school, district, county office of education program, or private school, the Executive Director or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another charter school, school district, or county office of education that is serving a student living in the same household as an enrolled student for purposes related to program eligibility and data used in local control funding formula calculations.

The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing accountability of that funding.

The Executive Director or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals and if the applicant consents to the sharing of this information.

The Executive Director or designee may also release information on the school lunch application to the local agency that determines eligibility for CalFresh or to an agency that determines eligibility for nutrition assistance programs if the student has been approved for free or reduced-price meals and if the applicant consents to the sharing of this information.

This information released shall adhere to the following requirements:

1. Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any student, unless otherwise authorized by law.
2. The public release of information regarding individual student participation in a free or reduced-price meal program is not permitted.
3. All other confidentiality requirements imposed by law or regulation are met.

### **Nondiscrimination Statement**

In accordance with Federal law and U.S. Department of Agriculture policy, Charter School does not discriminate on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

## **Special Education Policy**

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

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

Charter School shall follow applicable state and federal law and regulations and LAUSD SELPA policy with respect to the identification, referral, and assessments of students for special education and related services.

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

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

Charter School shall also review, at the request of a student’s general or special education teacher, the student’s assignment to their class. A mandatory IEP meeting shall be convened if the review indicates a change to the student’s placement, instruction, related services, or any combination thereof may be required. The Vice-Presidents of Inclusive Education shall be responsible for completing the review within fifteen (15) school days of the teacher’s request.

## **Procedural Safeguards**

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy. Please visit the Inclusive Education page at <https://www.brightstarschools.org> for a copy of your procedural safeguards.

## **Nonpublic, Nonsectarian Services**

Bright Star may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at Bright Star is not available in accordance with Education Code section 56366 and Section 3062 of Title 5 of the California Code of Regulations. When entering into agreements with nonpublic, nonsectarian schools (“NPSs”) or agencies (“NPAs”), Bright Star shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student’s IEP.

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

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

In accordance with Education Code section 56366.45, the Charter School shall, within fourteen (14) days of becoming aware of any change to the certification status of an NPS or NPA as a state-certified school or agency, inform parents/guardians of pupils who attend the NPS or receive services from the NPA, of the change in certification status. The notice to parents/guardians shall be sent via email or regular mail and include a copy of the procedural



safeguards. The Charter School shall maintain a record of the notice and shall make this notice available for inspection upon request of the California Department of Education.

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

## **Resource Specialist Program or Inclusive Education Program**

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

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource specialist program for the majority of the school day without approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.
6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
7. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

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

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

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

## **Transportation**

Charter School shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is

determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

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

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

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

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

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

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

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

## **Independent Educational Evaluations**

### **IEE at Parent Expense**

Charter School acknowledges that a parent/guardian has the right to obtain an independent educational evaluation(s) ("IEE") at their own expense at any time. In these circumstances, the Principal or designee(s) shall ensure that the student's IEP team shall consider the results of the IEE when determining an offer of a FAPE for the student. However, the results of an IEE will not dictate the IEP team's determinations.

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the Principal or designee(s) shall ensure that the unilaterally obtained IEE meets the following criteria:

1. The parent disagreed with the Charter School's evaluation and the Charter School received a request within a reasonable time after receipt of the results of the evaluation.
2. The parent timely and upon request provided Charter School with written consent to exchange information with the examiner.
3. The private evaluation meets all criteria contained in this Policy.
4. The parent timely provided a copy of the written evaluation report and all other documents\tests related to the report.
5. The examiner attends the relevant IEP team meeting by phone or in person to discuss their findings and provides protocols of all assessments to Charter School.

The reimbursement will be in an amount no greater than the actual cost to the parents. Parents may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree. In all cases, if Charter School initiates a due process hearing to show that Charter School's evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer.

### **IEE at Public Expense**

Charter School recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by Charter School within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.

The Principal or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense, Charter School shall provide the parent/guardian with a copy of their Procedural Safeguards *and*, without unnecessary delay, either:

6. Initiate a due process hearing to show that the evaluation, completed by the Charter School, is appropriate; or
7. Provide the parent/guardian with information about where an IEE may be obtained, the Charter School's criteria applicable for IEEs, and ensure that an IEE is provided at public expense.

Should the Charter School grant the parent's request for an IEE, the Principal or designee(s) shall ensure the following:

1. The criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Charter School uses when it initiates an evaluation.
2. Charter School does not impose conditions or timelines related to obtaining an IEE at public expense.
3. All assessments shall be completed by persons competent to perform the assessment as determined by Charter School. The parent has the right to choose the examiner.
4. If the original evaluation completed by Charter School included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting.
5. A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by Charter School.

6. The evaluator must prepare and sign a full evaluation report containing:
  - a. A list of all information/data reviewed.
  - b. A clear explanation of the testing and assessment results.
  - c. A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.
  - d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
  - e. Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.

The cost determination for an IEE shall be comparable to the costs incurred by Charter School when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Principal or designee(s) shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated (*once every three (3) years*) and determined by averaging the cost of the following three factors:

1. The cost of an assessment provided by a Charter School employee.
2. The cost of an assessment provided by a neighboring local educational agency.
3. The cost of an assessment provided by a private service provider, with appropriate qualification, within 40 miles from the Charter School.

The Principal or designee(s) shall ensure a parent/guardian may demonstrate that unique circumstances, related to the student's education need(s), justify a financial waiver of any for the cost as defined by Charter School.

The Principal or designee(s) shall ensure a parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, Charter School recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy
2. An increase in premiums or the discontinuance of the policy
3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim

## **Student Medications Policy**

Bright Star Public Schools ("Charter School") staff is responsible for overseeing the administration of medication to students attending Charter School during the regular school day. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

### **Definitions**

## **Authorized Health Care Provider**

Means an individual who is licensed by the State of California to prescribe medication.

## **Authorizing Physician and Surgeon**

May include, but is not limited to, a physician and surgeon employed by, or contracting with, a local educational agency, a medical director of the local health department, or a local emergency medical services director.

## **School Nurse**

Means an individual who is currently a credentialed and licensed registered nurse employed by the Charter School.

## **Designated Personnel or Volunteer**

Means an individual employed by the Charter School who has (1) has consented to assist/administer medication to students and (2) may legally assist/administer the medication or emergency assistance to the individual receiving it. For the purposes of administering epinephrine auto-injectors, this also includes a holder of an Activity Supervisor Clearance Certificate who has specifically volunteered to administer epinephrine auto-injectors to a person if the person is suffering, or reasonably believed to be suffering, from anaphylaxis. To be eligible, the “designated personnel” or “volunteer” must have been designated by Charter School and have received the required training as set forth in this policy.

## **Medication**

Includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies. Sunscreen is not considered a medication.

## **Regular School Day**

Includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

## **Epinephrine auto-injector (“Epi-Pen”)**

means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction.

## **Anaphylaxis**

means a potentially life-threatening hypersensitivity to a substance. Symptoms of anaphylaxis may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. Causes of anaphylaxis may include, but are not limited to, an insect sting, food allergy, drug reaction, and exercise.

## **Opioid antagonist**

means naloxone hydrochloride (“NARCAN”) or another drug approved by the federal Food and Drug Administration (“FDA”) that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body, and has been approved for the treatment of an opioid overdose.

# Administration of Medication with Charter School Assistance

Any student who is or may be required to take, during the regular school day, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the designated Charter School personnel.

In order for a student to be assisted by the school nurse or other designated Charter School personnel in administering medication, Charter School shall obtain both:

1. A written statement from the student's authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that Charter School assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes. The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

# Self-Administration of Medication (without Charter School Assistance)

Students may be permitted to self-carry and self-administer prescription medication if an authorized health care provider has indicated that a student may need to take this medication or is required to take this medication during the regular school day. Prescription medication includes an Epi-Pen and inhaled asthma medication. In order to carry and self-administer this medication, Charter School must receive the following:

1. A written statement from the student's authorized health care provider (1) detailing the name of the medication, method, dosage/amount, and time schedules by which the medication is to be taken, and (2) confirming that the student is able to self-administer an Epi-Pen or inhaled asthma medication, and
2. A written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the school nurse or designated Charter School personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing Charter School and Charter School personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

Charter School may elect to observe and document the student's ability to safely and competently self-carry and self-administer prescription medication as directed by the authorized health care provider. A student may be subject to disciplinary action if the student uses this prescription medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the school counselor in consultation with the parent or guardian and the student's medical professional.

## **Staff Training and Emergency Response**

Additional information about staff training and the Charter School's response to emergencies may be located within the School Safety Plan.

### **Response to Anaphylactic Reaction**

The designated personnel may use an EpiPen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Charter School will ensure it has the appropriate type of EpiPen on site (i.e., regular or junior) and stored in an accessible location to meet the needs of its students. Charter School will ensure staff properly store, maintain, and restock the EpiPen as needed.

Charter School will ensure any designated personnel are appropriately trained regarding the storage and emergency use of an EpiPen. Adequate training shall include all of the following:

1. Techniques for recognizing symptoms of anaphylaxis.
2. Standards and procedures for the storage, restocking, and emergency use of EpiPens.
3. Emergency follow-up procedures, including calling the emergency 911 telephone number and contacting, if possible, the student's parent(s)/guardian(s) and physician.
4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Instruction on how to determine whether to use an adult EpiPen or a EpiPen, which shall include consideration of a student's grade level or age as a guideline of equivalency for the appropriate student weight determination.
6. Written materials covering the information required pursuant to the training. A copy of these written materials shall be made accessible, such as through publicly posting at the location of the Epi-Pens.

Charter School will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an EpiPen to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive and shall indicate the location of the Epi-Pens on campus..

### **Response to a Diabetic or Hypoglycemic Emergency**

Charter School provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed

health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.
3. Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent(s)/guardian(s) and licensed health care provider.

A Charter School employee shall notify the Principal if the employee administers glucagon pursuant to this Policy. All materials necessary to administer the glucagon shall be provided by the parent(s)/guardian(s) of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any Charter School-related activity, and, upon specific request by a parent or guardian, in a private location. Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).

## **Response to a Seizure, Seizure Disorder or Epilepsy**

Upon receipt of a request by a parent/guardian to administer anti-seizure medication when a student is suffering from a seizure, the Charter School may designate one or more volunteers to receive training to administer the anti-seizure medication. The Charter School may allow non-medical personnel to volunteer to provide medical assistance to students who are diagnosed with seizures, a seizure disorder, or epilepsy if the Charter School does not have a credentialed nurse or other licensed nurse on site. Charter School's volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Charter School employee who does not volunteer or who has not been trained pursuant to this Policy may not be required to provide emergency medical assistance. Volunteer employees are not providing this emergency medical care for compensation, notwithstanding that the employee is a paid public employee.

Upon receipt of the parent/guardian's request, the Charter School shall notify the parent/guardian that their child may qualify for services or accommodations under the Section 504 plan or an individualized education program ("IEP"), assist the parent/guardian with the exploration of that option, and encourage the parent/guardian to adopt that option if it is determined that the child is eligible for a Section 504 plan or an IEP. The Charter School shall obtain a signed a notice verifying the parent/guardian was provided this information and has the right to request a Section 504 Plan or IEP at any time. Additionally, if the Charter School does not have any volunteers, then Charter School shall notify the parent/guardian of the student's right to be assessed for a Section 504 plan or an IEP.



Prior to administering emergency anti-seizure medication, Charter School shall obtain annually a signed seizure action plan from the parent/guardian, that includes the parent/guardian's authorization, in writing for the medication to be administered to the student at school by a non-medical professional who has received training, and a copy of a statement, in writing, from the student's health care provider that includes all of the following information:

- The student's name, the name and purpose of the medication, its prescribed dosage, method of administration and the frequency with which the medication may be administered;
- Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of an emergency anti-seizure medication becomes necessary;
- The circumstances under which the medication may be administered;
- Any potential adverse responses by the student and recommended mitigation actions, including when to call emergency services, including the emergency 911 telephone number;
- A protocol for observing the student after a seizure, including, but not limited to, whether the student should rest in the school office, whether the student may return to class, and the length of time they should be under direct observation; and
- How and where the emergency anti-seizure medication will be stored at the school.

This plan shall be distributed to any Charter School personnel or volunteers responsible for the supervision or care of the student if the parent/guardian consents in writing and will be kept in a confidential file in the nurse or Executive Director or designee's office, as applicable.

Training will occur upon volunteering and thereafter annually at no cost to the employee and will occur during regular working hours. Training will be conducted by an authorized health care professional, all training will align with any minimum standards established by the California Department of Education ("CDE"), and will include:

1. Recognition of the signs and symptoms of seizures and the appropriate steps to be taken to respond to those symptoms;
2. Administration, or assisting with the self-administration of, an emergency anti-seizure medication, or a medication or therapy prescribed to treat the symptoms of seizures, seizure disorders, or epilepsy, including manual vagus nerve stimulation; and
3. Basic emergency follow-up procedures.

Any written materials used in the training shall be retained by the Charter School. Charter School shall ensure that each employee who volunteers to administer anti-seizure medication in good faith will be provided defense and indemnification by Charter School for any and all civil liability barring gross negligence, or willful or wanton misconduct, and this information shall be reduced to writing, provided to the volunteer, and retained in the volunteer's personnel file.

Upon receipt of a parent/guardian's request to administer anti-seizure medication, Charter School shall distribute a notice at least once but no more than two times per school year to all staff that includes all of the following information:

- A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure;
- A description of the training that the volunteer will receive;
- The right of an employee to rescind their offer to volunteer; and
- A statement that there will be no retaliation against any individual for rescinding the individual's offer to volunteer, including after receiving training.

If a volunteer rescinds the volunteer's offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, an additional two notices per school year may be distributed to all staff.

Upon administration of anti-seizure emergency medication by a volunteer employee, the Charter School's nurse shall be notified. If the Charter School does not employ a nurse, Charter School's Executive Director or designee shall be notified.

## **Response to an Opioid Overdose**

Charter School provides Charter School personnel with voluntary emergency medical training on the administration of opioid antagonists to students exhibiting potentially life-threatening symptoms, or reasonably believed to be suffering, from an opioid overdose at school or a school activity. Charter School will ensure staff properly store, maintain, and restock opioid antagonists as needed.

Training shall include all of the following:

1. Techniques for recognizing symptoms of an opioid overdose.
2. Standards and procedures for the storage, restocking, and emergency use of naloxone hydrochloride or another opioid antagonist.
3. Basic emergency follow-up procedures, including, but not limited to, a requirement for the school or Charter School administrator or, if the administrator is not available, another school staff member to call the emergency 911 telephone number and to contact the student's parent(s)/guardian(s).
4. Recommendations on the necessity of instruction and certification in cardiopulmonary resuscitation.
5. Written materials covering the information required pursuant to the training.

The Executive Director shall distribute an annual notice to all staff regarding volunteering for training to administer opioid antagonists and a volunteer's right to rescind their offer to volunteer.

## **Storage and Record Keeping**

1. All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
2. Designated staff shall keep records of medication administered at Charter School. The medication log may include the following:
  - a. Student's name.
  - b. Name of medication the student is required to take.
  - c. Dose of medication.
  - d. Method by which the student is required to take the medication.
  - e. Time the medication is to be taken during the regular school day.
  - f. Date(s) on which the student is required to take the medication.
  - g. Authorized health care provider's name and contact information.
  - h. A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
3. Designated staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to extended holidays. If the medication cannot be returned, it will be disposed of at the end of the school year.

# Human Trafficking Prevention Policy

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. Bright Star Schools (“Bright Star” or the “Charter School”) is committed to reducing the vulnerability of all children in California to incidents of commercial labor or sexual exploitation. For resources and information on human trafficking, visit the Polaris website at: <https://polarisproject.org/sex-trafficking>.

## Student Instruction

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. Information shall inform students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking. Parents have the right to excuse their child from all or part of instruction on prevention of human trafficking. Parental consent for this instruction is NOT required. If the Charter School does not receive a written request to excuse a student, the student will be included in the instruction.

## Information to Parents/Guardians

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

## Staff Training

Training shall be available and conducted periodically to enable Bright Star personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking, and to receive instruction on current prevention efforts and methods. The Charter School may include training on early identification of abuse, including sexual abuse, and human trafficking of pupils and other minors.

# Student Transportation Policy

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

## Definitions

## **School Bus**

Any motor vehicle designed, used, or maintained for the transportation of a Bright Star student at or below the grade 12 level to or from Bright Star or to and from Bright Star activities. "School bus" does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more students who use wheelchairs.

## **School Activity Bus**

Any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between Bright Star and carrier to transport Bright Star students at or below the grade 12 level to or from a Bright Star activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

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

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

## **Bus Procedures and Instructions**

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

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

#### **Boarding**

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

- approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
  7. Students are responsible to follow all rules and regulations.

## Exiting

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

## Procedures for All Students to Follow as They Board or Exit a School Bus at Bright Star or Other School Activity Location

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

### Boarding Buses at School Site or School Activity Location

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.
3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the Bright Star staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the Bright Star teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

### Exiting Buses at School Site or School Activity Location

1. Upon arrival at Bright Star, the driver shall take the bus to the designated student drop

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

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

Bright Star staff members should always be involved and active in the supervision of the loading and unloading of students at Bright Star and on activity trips to ensure no student is left unattended on the school bus or school activity bus. To do this, Bright Star staff shall adhere to the following procedures:

1. Before leaving the school site for a school activity, the Bright Star teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
2. Once the bus reaches the destination, a Bright Star teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A Bright Star staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are left on board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the Bright Star teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
5. The Bright Star teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

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

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

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

Bright Star shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

### **Instruction for Students Who Were Not Previously Transported in a School Bus**

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

1. A list of school bus stops near the student's home.
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line.
  - b. Students are not to play in or be in the street or private property
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop.
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time.
  - e. If the student is late and needs to cross the street that the bus is stopped on, the student must wait for the bus driver to escort the student across the street.
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving.
  - h. Students should understand the bus driver is in charge at all times, and students should follow the bus driver's directions.
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped.
  - j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan.
4. School bus danger zone(s).
5. Walking to and from school bus stops.

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

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

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

- c. Times when the passenger restraint systems should be fastened and released; and
- d. Acceptable placement of the passenger restraint systems when not in use.

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

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

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

## **Internet Safety and Technology Use Policy**

The computing resources of Bright Star Schools are provided for the purpose of supporting the academic and administrative activities of the schools. Consequently, it is imperative that all computer users act responsibly, ethically, and legally. This means respecting the rights of other users of the computing resources, maintaining the integrity of the physical facilities, as well as compliance with all license and contractual agreements. The following policy applies to all student users of Bright Star Schools computer resources, to all computing resources owned or managed by Bright Star Schools and to all computer resources connected to the Bright Star Schools organization.

Computers and networks provide access to resources on and off school, as well as the ability to communicate with other users worldwide. Such access is a privilege and requires that individual users act responsibly. The school has filters and firewalls in place to limit student access to inappropriate content.

Since electronic information is volatile and easily reproduced, users must acknowledge and respect the work of others through strict adherence to software licensing agreements and copyright laws. Unauthorized reproduction of software and/or other intellectual property protected by U.S. copyright and intellectual property law is subject to civil and criminal penalties, including fines and imprisonment, and is expressly forbidden under this policy.

Bright Star Schools supports EDUCOM's policy regarding software and intellectual property rights: "Respect for intellectual labor and creativity is vital to academic discourse and enterprise. This principle applies to the work of all authors and publishers in all media. It encompasses respect for the right to acknowledgement, right to privacy and the right to determine the form, manner, and terms of publication and distribution."

## **Definitions**



## **Educational Purpose**

Means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.

## **Inappropriate Use**

Means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

## **Illegal Acts**

Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community.

## **District Technology**

Includes, but is not limited to, computers, the BSS and schools computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through BSS-owned or personally owned equipment or devices.

# **Acceptable Use Policy**

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

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

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

Bright Star Schools (BSS) and its schools authorizes students to use technology owned or otherwise provided by the district as necessary for instructional purposes. BSS encourages the use of District Technology and the network, including the Internet, as a tool for research and education. Any and all District technology issued to students are the property of BSS. The use of district/school technology is a privilege permitted at the district's discretion and is subject to

the conditions and restrictions set forth in applicable policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason. Bright Star schools technology and the network, like any other school property, must be used for the educational purposes for which they are intended.

These policies and procedures apply to all district and school technology, other electronic devices used within the BSS Schools, and include any other device the Administration considers to fall under the umbrella of this policy. Administrators and teachers may set additional requirements for computer use at their school sites or in their classrooms.

Bright Star Schools expects all students to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that students may access through the system. Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

## **Authorized and Prohibited Activities**

Students are expected to use district technology safely, responsibly, and for educational purposes only. The student in whose name school technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. This code is applicable to any and all activities or uses of Bright Star Schools computer resources.

### **Authorized and Encouraged Activities**

1. Search the network for information you need or want for academic purposes.
2. Communicate with other people across the network as long as you comply with current policies. Beware: e-mail is not a private form of communication. It is similar to a postcard or a bulletin board notice, and no communication should be considered confidential and/or private. All email received or sent on the schools network is the property of Bright Star Schools.
3. Use network time efficiently. During heavy usage times, please refrain from unnecessary activities.

### **Activities Prohibited for Students**

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
5. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other BSS personnel, changing settings on shared computers).
6. Install unauthorized software.
7. "Hack" into the system to manipulate data of the district or other users.

8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice.
9. Perform any illegal act or to help others perform illegal acts.
10. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs.
11. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions.

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

## Results of Misuse

Minor infractions of the policy, when accidental, or unintended, will generally be resolved informally by the IT Department at Bright Star Schools. Repeated minor infractions or serious misconduct may result in the loss of system access, in addition to any appropriate disciplinary actions. Additionally, any misuse may be prosecuted under applicable laws.

## Privacy and Monitoring

Please recognize that any activity in the Bright Star Schools computing resources is not confidential. The system administrators or other employees can and will access user files at any time. User files may also be subject to search by law enforcement agencies under court order. All computer usage, including, but not limited to, e-mail, word processing, or Internet usage is subject to monitoring and recording. Any website that is accessed from a computer attached to the Bright Star Schools computer network will generate a record of which site was accessed. Since the use of Bright Star School technology is intended for educational purposes, students shall not have any expectation of privacy in any use of Bright Star School and umbrella schools technology.

Bright Star Schools reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of district technology, (such as web searches and emails), cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the Bright Star schools. The creation or use of a password by a student on Bright Star School technology does not create a reasonable expectation of privacy.

Bright Star Schools provides computing resources to assist students while attending school. The resources should be used for academic purposes only. Bright Star Schools reserves the right to access and disclose as necessary, all records of Internet usage sent over its system. Since your Internet usage can be accessed by Bright Star Schools IT personnel without prior notice, you should not use the system in any way you would not want to be published. You should not use these systems for purposes such as soliciting or proselytizing for commercial

ventures, religious or personal causes, or outside organizations, or other similar non-academic related solicitations. If Bright Star Schools discovers you are misusing the network, you may be subject to disciplinary action, including, but not limited to, termination of computer privileges.

## **Personally Owned Devices**

If a student uses a personally owned device to access district technology, he/she shall abide by all applicable policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request. Bright Star Schools is not responsible for damaged, lost, or stolen personal devices while used on site.

## **Internet Safety**

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

To reinforce these measures, the Principal or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using Charter School computers, laptops, or tablets to access the internet or online services on a Charter School campus and may have teacher aides, student aides, and volunteers assist in this monitoring. The Principal or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the teacher or other BSS personnel.

## **Education of Appropriate Online Behavior**

Bright Star Schools will provide on-going education to our students in regards to interacting with other individuals on social networks and in chat rooms. Bright Star Schools will bring awareness to cyberbullying issues and how to respond to it.

The Principal or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and

ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying. Students are expected to follow safe practices when using Charter School technology.

Bright Star advises students:

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

## **Chromebook Policies and Procedures**

### **Receiving a Chromebook**

Chromebooks will be distributed to students in each corresponding school site within the first week before and after the start of school each year. As new students enroll in the 1:1 program during the school year, they will receive their Chromebook after enrollment is completed. Each student will receive a Chromebook, an AC Charger/ Power Adaptor, and a carrying case. The Chromebook will be tagged, logged, and checked out to each student - similar to a textbook. Parents/Guardians and students **MUST** sign and return the AUP Agreement document before the Chromebook can be issued to their child. BSS will add an inventory label to each Chromebook that is linked to the serial number for the purpose of tracking and inventory control -- this will be connected to your student's ID number. If a Chromebook is damaged or the inventory sticker becomes illegible or defaced, it should be taken to the main office of the corresponding schools site. Staff will check-in the Chromebook and check-out a LOANER Chromebook to the student until their Chromebook is repaired. Cost for lost/stolen or damaged may apply. The Chromebook and school site issued email accounts are the property of Bright Star Schools and as a result may be subject to inspection at any time. Students should have no expectations of privacy of materials found on a Chromebook or a school supplied computer account.

### **Returning a Chromebook**

All district owned Chromebooks must be returned to the school site that they received the device from. Chromebooks will be re-verified at the end of each school. Students leaving Bright Star Schools or their school site before the end of the academic year must promptly return their BSS owned Chromebooks to the school site that they received the device from. Students that transfer out or withdraw from Bright Star School must turn in Any Chromebook or AC Power Adaptor/ Changer not returned at the end of the year or when the student is no longer enrolled will be considered lost/stolen property. Administration will follow up with students and their families to have equipment returned. If the administrator is unable to obtain the student's Chromebook and/or charger, the student's transcripts may be withheld, fees will be issued, and law enforcement agencies may be notified.

## **Using Your Chromebook at School**

Chromebooks are intended for use at school each day and during the COVID-19 pandemic at home for remote learning. In addition to teacher expectations for Chromebook use, school messages, announcements, calendars, and schedules may be accessed using the Chromebook. Students are responsible for bringing their Chromebook to all classes unless specifically instructed not to do so by a teacher or administrator.

## **Chromebooks Left at Home**

If a student leaves their Chromebook at home, the student may use a loaner device if available. The loaner device may not leave the classroom and must be returned at the end of the day. If all loaner devices are being used the student will need to call their Parent/Guardian and have their Chromebook delivered to school.

## **Chromebook Repair**

If a Chromebook is not functioning correctly or has become damaged, please take the Chromebook to the main office of your school site. An BSS Staff member will determine if the Chromebook can be fixed immediately or if it will require receipt of further repairs. Extensive repairs may take several days.

## **Chromebook Charging**

Chromebooks must be brought to school each day fully charged. If a Chromebook is in need of immediate charge, they may be able to use a LOANER AC Power Adaptor/Charger. The LOANER DEVICE may not leave the classroom or school site and must be returned at the end of each period.

## **Screensavers and Backgrounds**

While personalized screensavers or backgrounds are permitted, inappropriate or provocative images are not allowed. Screensavers or photos including but not limited to pornographic images, guns, weapons, inappropriate language, threatening language, drugs, alcohol, gang related images are not permitted and subject to disciplinary actions.

## **Sound, Music, Video, and Apps**

Sounds must be muted at all times unless permission is obtained from the teacher for instructional purpose. Students are suggested to bring their own headsets/earbuds. Music is allowed on the Chromebook at the discretion of the teacher. All Google apps must be district approved. You will have limited access to the Chrome Web Store.

## **Chromebook Care**

Students are responsible for the general care of the Chromebook they have been issued by the school. Chromebooks that are broken, defaced or that fail to work properly, must be submitted to the IT Department of their school as soon as possible so that they can be taken care of properly. Do not take district owned Chromebooks to an outside computer service for any type of repairs or maintenance. Also do not attempt to gain access to the internal electronics or repair the Chromebook yourself. Such action will result in a fine for the full replacement value of the device.

## **General Rules and Precautions**

- No food or drink is allowed next to your Chromebook while it is in use.

- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Never transport your Chromebook with the power cord plugged in. Never store your Chromebook in your carry case or backpack while plugged in.
- Chromebooks must remain free of any writing, drawing, or stickers
- Do not expose the Chromebook to extreme heat or cold. It should remain at room temperature.
- Vents CANNOT be covered.
- Chromebooks should never be left in a car or any unsupervised area.
- Students are responsible for bringing completely charged Chromebooks for use each school day.
- Transport Chromebooks with care. Lids should always be closed and tightly secured when moving. Use a case, bag or sleeve when possible, to transport the Chromebook.
- Keep liquids away from the Chromebook. Do not use cleaners, sprays, alcohol, ammonia or abrasives on the Chromebook. Clean the Chromebook with a soft, lint-free cloth. Keep your fingers on the keyboard and touchpad.
- There is NO modification of the device allowed that will allow the user to deviate from its intended use; this is commonly referred to as “jail breaking” of the device.
- Never throw or slide a Chromebook
- Chromebooks have the ability to be remotely located. Modifying, disabling, or attempting to disable the locator is a violation of the User Agreement and grounds for disciplinary action.
- Chromebooks have a unique identification number and at no time should the numbers or labels be modified, defaced, mutilated or removed.
- Students should not lend their Chromebook to another person. Chromebooks are assigned to individual students and they are responsible for the care of that Chromebook.
- Students are responsible for keeping track of their AC power adaptor/charger. Every Chromebook must be returned with the appropriate and functional AC power adaptor/charger.

## Screen Care

Chromebook screens can be easily damaged. The screens are particularly sensitive to damage from excessive pressure on the screen or housing.

- Do not lean or put pressure on the top of the Chromebook when it is closed.
- Do not store the Chromebook with the screen in the open position.
- Do not place anything near the Chromebook that could put pressure on the screen.
- Do not place anything in a carrying case or backpack that will press against the cover.
- Do not poke the screen with anything that will mark or scratch the screen surface.
- Do not place anything on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Clean the screen with a soft, dry microfiber cloth or anti-static cloth.

## Chromebook FAQs

### How is one student’s Chromebook identified from another student?

All the Chromebooks are the same, so they look very much alike. However, each Chromebook will be tagged with a sticker with the student’s name and student ID number on it. Additionally, district asset tags with barcodes will be on each device and each device has a serial number. Bright Star Schools retains all of this information in an inventory database, so if a Chromebook is misplaced, we can determine to whom it is assigned and return it to the assigned student

user. Any ID stickers that are on the Chromebook when issued must stay on the Chromebook.

**Can I add stickers or write on my Chromebook?**

No, stickers or any other additional permanent markings of any kind (engraving, permanent ink pen, tape, etc.) is not allowed on the Chromebook. While the devices are issued to students, they are still district-owned property. Additional permanent markings on the device will be considered vandalism. Students can add non-permanent identifying items to a case such as ribbon, key chains or other removable items. If a device is returned with damage due to stickers, engraving, permanent ink pen, tape, etc., fines will be applied for parts damaged or needing replacement (potentially \$45 for Chromebook Top Case, \$40 for LCD Plastic Bezel Cover, \$75 for complete Keyboard, and/or \$40 for Bottom cover).

**My child forgot to charge their Chromebook before school. Now what?**

All students are expected to charge their Chromebooks nightly at home and bring them to school fully charged. If one is available, students who do not bring a charged Chromebook back to school may be issued a loaner device for the day, which cannot be taken home. Loaners may not be available, and your student may be without the Chromebook for the day.

**If a student must take it to another room, how will they carry their Chromebook?**

Chromebooks should never be transported while open as even gentle handling can damage the screen. Chromebooks should be safely closed before they are taken from classroom to classroom, or to and from school. A carrying case is highly recommended.

**Where can you get an Internet connection if the building's wireless connection is not working?**

The devices will only connect to the web wirelessly. If the district's Wi-Fi network is down during school, the Chromebooks will not have connectivity to the web. However, some features, such as access to the student's Google Drive, will still work on a limited basis. The work that is done off-line will not be backed up until a wireless Internet connection is restored.

**What login will students use to get into the device operating system?**

Students will each have an account within Bright Star Schools Google domain that will serve their primary login and username. The district can recover passwords, but it takes time, so students should remember them to ensure successful logins.

**Can the Chromebooks be used with another username?**

No, students and staff cannot access a district-owned Chromebook with any other login other than their district-assigned Google account. For example, students will not be able log in to their personal Gmail account on a district-provided Chromebook.

**Will unsafe or inappropriate websites be filtered on the devices?**

We do our best to ensure our students' online experiences are safe (CIPA and FERPA compliant). If your child is using the Chromebook at school, at home or at a public library, it will always pass through our web filtering and network firewall system before they can see or access web content. Our web filters are programmed to block inappropriate content as much as possible. Parents should always supervise their child's use of the internet to monitor appropriate use as no firewall and filtering system will block all inappropriate material.

**What happens if students have been visiting inappropriate websites?**

While we do our best to be vigilant of inappropriate websites and content, some websites are not blocked in time or are able to bypass our filters. Light Speed system software is in use as a



monitoring tool at Bright Star school sites by staff. Additionally, teachers and parents are encouraged to randomly check the browsing history of student Chromebooks on a regular basis. Browsing histories cannot be deleted by the students. The Bright Star Schools will also conduct random checks of student browsing histories. If you discover any inappropriate web activity, please contact your child's teacher, building principal or associate principal. Inappropriate web browsing is a violation of the district Authorized Use Policy and may result in disciplinary action.

#### **What happens if the device is damaged or lost?**

Students and parents will be responsible for Bright Star School owned technology property that is issued to them, just as they are for other Bright Star School items such as textbooks, calculators, cameras, athletics equipment or library books. Bright Star will repair or replace the device, but students and parents will be responsible for the cost of those repairs or replaced devices.

## **Student Internet Acceptable Use Agreement**

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

### **1. Security**

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

- a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
- b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.

### **2. Authorized Use**

Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.

### **3. Protection Measures**

While the Charter School is able to exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services

through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

#### **4. Inappropriate Use**

Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:

- a. Playing games or online gaming.
- b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
- c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
- d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
- e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- g. Conducting for-profit business.
- h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
- i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
- k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.

#### **5. No Expectation of Privacy**

Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agreed upon use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.

#### **6. Disruptive Activity**

Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.

## **7. Unauthorized Networks**

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

## **8. Consequences of Inappropriate Use**

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to district technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

## **9. Technology Systems/Equipment Care**

Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. Charter School encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement. I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

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

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

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

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use Bright Star schools technology and/or to access the school's computer network and the Internet. I understand that, despite the BSS best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, Bright Star Schools, and BSS personnel against all claims, damages, and costs that may result from my child's use of Bright Star school technology or the failure of any technology protection measures used by the Bright Star Schools. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

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

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

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

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

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

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

# Family Concerns Resolution Process

## Types Of Concerns Addressed By This Policy

This process will be followed by Bright Star Schools when a parent or student has concerns about school policy or decisions made by Bright Star Schools teachers or other personnel. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on actual or perceived characteristics, or the school's failure to comply with the prohibition against requiring students to pay fees, deposits or other charges for participation in educational activities, do not fall under this policy, and should instead be addressed pursuant to Bright Star Schools' Uniform Complaint Procedure set forth in the Student and Family Handbook.

## Informal Resolution of Family Concerns

Parents and students are encouraged to resolve concerns and disputes about school policy and decisions made by teachers, staff and administration in an informal manner by requesting a conference to discuss the issue. If concerns are not remedied in a manner satisfactory to the parents or student, they may elect to pursue a formal resolution of family concerns by activating the process described below.

## Formal Resolution of Family Concerns

### Formal Resolution of Family Concerns Level 1

A parent or student whose concern has not been satisfactorily remedied by informal conference may file a written concern on a Bright Star Schools' Family Concern Form:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the concern; and
2. With the campus Principal.

If Bright Star Schools determines that the campus Principal is not the appropriate administrator for the Form, depending on the type of concern, the campus Principal will note the date and time the Form was received and forward the Form to the appropriate administrator. If Bright Star Schools determines that the only administrator who has authority to remedy the alleged problem is the Chief Instructional Officer, the Form will be elevated to Level Two upon receipt by the campus Principal.

The campus Principal or other appropriate administrator will investigate the concern as necessary and hold a conference with the student or parent within ten (10) days after receipt of the Form or as soon thereafter as is practicable. The administrator may set reasonable time limits for the conference.

The administrator may provide the student or parent a written response within ten (10) days following the conference, which may explain the basis of any decision by the campus Principal or other appropriate administrator to resolve the concern. In reaching a decision to resolve the concern, the administrator may consider information provided at the Level One conference and

any other relevant documents or information the administrator believes will help resolve the concern.

## **Formal Resolution of Family Concerns Level 2**

If the student or parent did not receive a satisfactory response at Level One, or if the time for a response by the appropriate administrator has expired, the student or parent may request a conference with the Chief Instructional Officer or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by Bright Star Schools, within ten (10) days of the date of the written Level One response or, if no response was received, within twenty (20) days of the Level One conference.

After receiving notice of an appeal, the campus Principal or other appropriate administrator shall prepare and forward a record of the Level One record to the Chief Instructional Officer. The student or parent may also request a copy of the Level One record.

The Level One record will include:

1. The original Form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. Any written response issued at Level One and any attachments.
4. Any other documents relied upon by the campus Principal or other appropriate administrator in reaching the Level One decision.

The Chief Instructional Officer or designee shall hold a conference with the student or parent within ten (10) days after the appeal notice is filed or as soon thereafter as is practicable. The conference shall be limited to the issues presented by the student or parent at Level One and identified in the Level Two appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Chief Instructional Officer or designee may set reasonable time limits for the conference.

The Chief Instructional Officer or designee may provide the student or parent a written response within ten (10) days following the Level Two conference, which may explain the basis of any decision by the Chief Instructional Officer or designee to resolve the concern. In reaching a decision, the Chief Instructional Officer or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Chief Instructional Officer or designee believes will help resolve the concern.

## **Formal Resolution of Family Concerns Level 3**

If the student or parent did not receive the relief requested at Level Two, or if the time for a response by the Chief Instructional Officer or designee has expired, the student or parent may appeal the decision to the Chief Executive Officer.

The appeal notice must be filed in writing, on a form provided by Bright Star Schools, within ten (10) days of the date of the written Level Two response or, if no response was received, within twenty (20) days of the Level Two conference.

Upon receipt of a Level Three appeal, the Chief Executive Officer will determine whether to rule on the issue or whether the issue is appropriate for referral to the Bright Star Schools Board of Directors for placement on the agenda of its next regularly scheduled meeting.

***If the Chief Executive Officer determines to rule on the issue***, the Chief Executive Officer shall hold a conference with the student or parent within ten (10) days after the Level Three appeal notice is filed or as soon thereafter as is practicable. The conference shall be limited to the issues presented by the student or parent at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One and Level Two decisions. The Chief Executive Officer may set reasonable time limits for the conference.

The Chief Executive Officer may provide the student or parent a written response within ten (10) days following the Level Three conference, which may explain the basis of any decision by the Chief Executive Officer to resolve the concern. In reaching a decision to resolve the concern, the Chief Executive Officer may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Chief Executive Officer believes will help resolve the concern.

***If the Chief Executive Officer determines it is appropriate to refer the issue to the Board for placement on the agenda of its next regularly scheduled meeting***, the Chief Executive Officer will inform the student or parent of the date, time, and place of the Board meeting at which the concern will be on the agenda for presentation to the Board. The Board Chairperson will determine whether the concern will be presented in open or closed meeting in accordance with the Brown Act, and will set reasonable time limits for the Board to hear the concern. The Chief Executive Officer will provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

# Title IX Policy Prohibiting Discrimination on the Basis of Sex

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Bright Star Schools Charter Schools (“BSS”) 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.

BSS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>1</sup> BSS 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 BSS’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 BSS 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 BSS 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 BSS. 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 BSS to provide an aid, benefit, or service under BSS’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

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<sup>1</sup> Bright Star Schools Charter Schools 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.



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 BSS'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:

- o The degree to which the conduct affected the complainant's ability to access BSS's education program or activity;
  - o The type, frequency, and duration of the conduct;
  - o The parties' ages, roles within BSS's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - o The location of the conduct and the context in which the conduct occurred; and
  - o Other sex-based harassment in BSS'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:
    - o Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - o 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:
    - o 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;
    - o Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - o Shares a child in common with the victim; or
    - o 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:
    - o Fear for the person's safety or the safety of others; or
    - o 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 BSS.

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 BSS'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) BSS'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 BSS's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to BSS that objectively can be understood as a request

for BSS to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of BSS whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom BSS 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 BSS'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 BSS's education program or activity, including measures that are designed to protect the safety of the parties or BSS's educational environment; or (2) provide support during BSS's grievance procedures or during an informal resolution process.

## **Title IX Coordinator**

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

Angelina Calderón

Vice President of Public Affairs, Title IX Coordinator

[acalderon@brightstarschools.org](mailto:acalderon@brightstarschools.org)

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029

(323) 954-9957 x1023

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:

Marni Parsons

Senior Vice President of Student and Family Services

[mparsons@brightstarschools.org](mailto:mparsons@brightstarschools.org)

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029

(323) 954-9957 x1004

The Coordinator is responsible for coordinating BSS'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 BSS's consistent compliance with Title IX.

## Reporting Sex Discrimination

All employees 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 Lead Executive Officer / CEO, 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. BSS 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

BSS 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

BSS 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 BSS from requiring an employee or other person authorized by BSS to provide aid, benefit, or service under BSS'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 BSS, if any, can be found on the BSS 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 BSS 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 BSS 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 BSS'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 BSS'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 our Human Resources Department at [hrdepartment@brightstarschools.org](mailto:hrdepartment@brightstarschools.org), who are appropriate and impartial employees or who may designate such an employee, to seek modification or reversal of BSS'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 BSS's Title IX grievance procedures, BSS may offer an informal resolution process to the parties. BSS 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:

- o The allegations;
- o The requirements of the informal resolution process;
- o The right to withdraw and initiate or resume the grievance procedures;
- o 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;
- o 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
- o What information is retained and whether and how it may be disclosed by BSS 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. BSS 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**

BSS 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 BSS'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.

BSS 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.

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

BSS 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.

BSS 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.

BSS 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.

BSS will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>2</sup> Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

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

### **Dismissal**

In most cases, BSS will determine whether a complaint is dismissed within fifteen (15) business days

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<sup>2</sup> Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

of receipt of the complaint.

BSS may dismiss a complaint if:

- BSS is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in BSS's education program or activity and is not employed by BSS;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and BSS 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
- BSS 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, BSS 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 BSS 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:

- BSS'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 BSS;

- 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 BSS 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**

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

BSS may remove a respondent from BSS's education program or activity on an emergency basis, in accordance with BSS's policies, provided that BSS 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. BSS 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 BSS 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 BSS 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.

BSS 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 interview parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

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

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

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

Should a party find BSS's determination unsatisfactory, the party may, within five (5) business days of notice of BSS's determination, submit a written appeal to the Chair of the BSS 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 BSS 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 BSS 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 BSS's education program or activity.

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

## **Student Pregnancy and Related Conditions**

BSS 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 BSS 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 BSS'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 BSS'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 BSS'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 BSS leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

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

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

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

## Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, facilitators of the informal resolution process, and other persons who are responsible for implementing BSS'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**

BSS 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 BSS took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. BSS will make these training materials available upon request for inspection by members of the public.

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

**TITLE IX SEX DISCRIMINATION AND 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):

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**I hereby authorize BSS 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 BSS:**

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, Bright Star Schools ("BSS" or the "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, BSS 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. BSS 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 BSS does business, and all acts of BSS's Board of Directors ("Board") in enacting policies and procedures that govern BSS.<sup>3</sup>

BSS 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

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<sup>3</sup> This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy."

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:

- Placing a reasonable student <sup>4</sup>or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- 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 BSS.

**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:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - Posting to or creating a burn page. 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.
  - 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.
  - 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.
- An act of "Cyber sexual bullying" including, but not limited to:
  - 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

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<sup>4</sup> "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgement 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.

- identifiable from the photograph, visual recording, or other electronic act.
- “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.
- 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

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

### **Cyberbullying Prevention Procedures**

BSS advises students:

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

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

### **Education**

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

BSS 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.

BSS’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.

BSS informs BSS 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**

BSS 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 BSS employees who have regular interaction with students .



BSS 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

BSS also informs certificated employees about the groups of students determined by BSS 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.

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

## **Complaint Procedures**

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

BSS 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:

- Are written and signed;
- 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
- Submitted to the BSS 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.

BSS 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 BSS’s Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of BSS’s Title IX Policy and UCP is available on the Bright Star Schools 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 UCP Compliance Officer (or the Chair of the Board or designee if the complaint is against the Lead Executive Officer / CEO) 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 BSS 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 UCP Compliance Officer, 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.

BSS 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 BSS on a case-by-case basis.

BSS 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 UCP Compliance Officer or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the UCP Compliance Officer (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the UCP Compliance Officer 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 UCP Compliance Officer or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Lead Executive Officer / CEO, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at BSS 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 BSS or termination of employment.

**Right of Appeal**

Should a complainant find BSS's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of BSS's decision or resolution, submit a written appeal to the Chair of the BSS 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.

**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 BSS 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 BSS:**

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

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

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

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# Discipline

## Discipline Foundation Policy

The Charter School does not consider suspension and expulsion to be effective means of improving school behavior or compliance with Charter School rules and policies. While they may become necessary in extraordinary circumstances, disciplinary issues at the Charter School are more often dealt with through a variety of other strategies. These include, among other things, counseling, airing of the issue with faculty and other students, discussion with the student and his or her parent/guardian, social worker or probation officer and ineligibility for particular privileges.

The Charter School uses a value-based system to develop and promote positive student behavior and supports. These supports include school-wide incentive programs, community-building activities and relationship-building practices at all grade levels.

Professional development is offered at all levels of the organization to support the importance of building healthy relationships, strong communities and development of restorative practices. Professional development is offered for all staff prior to the beginning of the school year, and organization-wide professional development events are facilitated five (5) times each year. Each year, a professional development plan is created in alignment with feedback from data and surveys of all stakeholders.

The contents in the student handbook are consistent with provisions in this petition, applicable Districts policy(ies), the School Climate Bill of Rights and all applicable law. The Principal shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Under the Charter School's Discipline Foundation Policy, students who do not adhere to stated expectations in the Charter School's student handbook for behavior and who violate the Charter School's rules will face consequences for their behavior.

Consequences may include, but are not limited to:

- Behavioral counseling
- Warning, verbal and/or written
- Individual conference with the teacher
- Loss of privileges (e.g. attendance at school functions- dances, games, etc.)
- Individual behavior contract
- Referral to the Principal, Assistant Principal or other school support staff
- Notices to parents by telephone or letter
- Parent conference, at school or during a home visit
- Formal restorative conferencing
- Suspension (for an offense enumerated below)
- Expulsion (for an offense enumerated below)

Any student who engages in repeated violations of the Charter School's behavioral expectations that cannot be dealt with through counseling and other tiered intervention strategies, will be required to attend a meeting with the Dean of Students and/or the School Principal and the student's parent/guardian. Such tiered interventions for behavior may include, but are not limited to, Ripple Effects (a social and emotional learning and behavior intervention online platform), one on one counseling, or targeted behavior interventions. The Dean of Student Conduct will prepare a specific, individual behavior contract outlining future student conduct expectations, timelines, supports and consequences for failure to meet the behavior expectations which may include, but are not limited to,

suspension for offenses enumerated as suspendable below. Behavior contracts are consistent with provisions in this petition, applicable Districts policy(ies)/School Climate Bill of Rights and all applicable law and may be implemented.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. Charter School staff are trained in and annually review de-escalation strategies for students at the Charter School. Biweekly, staff participate in professional development focused on teaching, communicating and practicing the school's discipline policy to ensure Charter School practices are consistent. These strategies focus on developing relationships with students, restorative practices, identifying and avoiding triggers for undesirable behavior (when possible), and safely stabilizing students through de-escalation techniques who have been triggered. Means of restoration following enforcement of consequences commonly used to build community and/or restore relationships are:

- Providing opportunities for students to reflect on their behavior, including perceived or actual consequences for themselves and others
- Logical consequences that relate to the misbehavior
- When needed, formal restorative conferences with students and parents and other key stakeholders including administration, teachers, and counselors are facilitated by trained professionals
- Provision of any number of resources or referrals to community- based organizations offering youth programs or supports
- Opportunities for school-based counseling through our partnerships with community-based organizations.

At the school student behavior data is monitored through a software program customized by the Charter School to manage behavior and character education.

## **Prohibited Activities or Actions**

The following is a list of discretionary offenses. Students may receive disciplinary action for participating in such activities.

### **Buying and Selling Policy**

The buying and selling of anything which is not directly associated with a school-sponsored event and does not have prior approval from the Principal is explicitly prohibited. Money should not be visible on campus at any time other than in an authorized exchange with the school. Money should never be exchanged between or among students. Students engaging in the exchange of money (e.g. for sale of unapproved snacks/items) will be referred to the Culture Team. The first offense requires parent/guardian(s) to be notified of the student's actions, and items will need to be picked up after school. If continued, items will be confiscated.

### **Gum or Food in Classroom**

Gum is prohibited on campus at all times and at all school events. Students may only eat food in designated areas at designated times.

### **Public Displays of Affection**

Bright Star Schools know that healthy friendships between students are helpful to the health of our schools as a whole. We encourage relationships between students that are supportive of their overall moral and intellectual growth.

Bright Star Schools will work to instill values and practices in our students that will contribute to their

success in the real world, including a professional work environment. Being overly affectionate in school and at school-sponsored events is prohibited. Holding hands and brief hugs are acceptable forms of affection. Romantic, lewd, or inappropriate affection – kissing, touching, fondling, prolonged hugging or cuddling, or ANY type of sexual activity– are not appropriate forms of affection at school and are not allowed. This type of behavior will lead to the notification of parents and disciplinary action.

## Bus Misbehavior

Riding the bus is a privilege, not a right. Therefore, the privilege of riding the bus to and from school may be denied to any student who consistently misbehaves while on the bus. Students must also adhere to the designated bus and schedule or we reserve the right to refuse service. In addition, any behavior that disturbs or distracts a bus driver, or causes a dangerous situation for a bus driver and/or students, or that disturbs the orderly operation of a bus, or that creates a danger for vehicles operating near a bus (including but not limited to throwing things out of the window or using reflective devices to distract drivers) may result in immediate suspension or expulsion.

The following items are **prohibited** while on a school bus: audible sound from electronic devices (e.g. phones, speakers), food, drinks, candy, glass objects, animals, drugs, weapons, mirrors, lasers, flash cameras, or any other device that might interfere with the driver's operation of the school bus. All forms of physical contact between students are also prohibited on the bus (as well as off the bus).

Students who do not follow the school bus rules may be suspended from the bus temporarily or for the entire year, depending upon the severity of the violations. Repeated violations may result in loss of bus riding privileges. Refunds will not be made for bus suspensions or expulsion.

## Possession of Prohibited Items

Only those items required for success at school should be brought to school. This includes books, supplies, and any equipment required for sports or music instruction after school. At times, teachers will request that students bring additional materials. These requests will always be made in writing by the teacher or through a homework assignment. All other items or personal belongings are prohibited at all times. **Examples of prohibited items include, but are not limited to:** gum, permanent markers, fake weapons, pepper spray, cash\*, candy, soda, chips or any unhealthy food\*, toys, laser pointers, and hats.

Prohibited items will be confiscated. Upon the first offense a student may claim their item from the Dean of Culture and Restorative Practices at the end of the school day. After the second offense the item will need to be picked up and signed for by a parent. On the third offense the item will be kept until the end of the school year.

## Unhealthy Food

You may bring a healthy snack to school for the morning and, if you do not participate in the school lunch program, you may bring a healthy lunch. Examples of healthy snacks include: fruits, vegetables, crackers, and sandwiches (no chips, cookies, candies,) **The only beverage allowed to be brought onto campus is water.** A healthy lunch should mirror the offerings in our school lunches as much as possible and should include: 1) a sandwich or other entrée that can be eaten without needing to be warmed up, 2) a fruit, 3) a vegetable, 4) a healthy snack (pretzels, rice cakes, etc.), and 5) a bottle of water.

## Cash

Cash may be in your wallet or in your pocket, but should not be visible.

# Academic Honesty and Integrity

## Cheating

Cheating includes acts such as copying someone else's work, having someone else complete an assignment, copying the answers from an answer key, and going against the directions in seeking outside assistance. Cheating may result in a zero on the assignment.

## Plagiarism

Students are expected to submit assignments that reflect their own thinking and work. Students must use appropriate means to use or reference others' ideas and/or work; presenting others' work as one's own is plagiarism.

Students learn a variety of ways to leverage others' work for their own learning (e.g. summarizing, paraphrasing, citing). In order to appropriately use others' work, students are also encouraged to use TurnItIn features to monitor for missing/incomplete citations or credit of others' work prior to submitting the assignment.

Students who submit and/or support others' submission of plagiarized work will receive the consequences outlined below:

- 1st Offense
  - Teacher submits referral to Dean of Culture & Restorative Practices.
  - Student receives a score of 0 on the assignment.
  - Assessments (quizzes and exams) can not be made up.
  - Parent/guardian receives notification of incident from Dean of Culture via phone.
  - Classwork assignments can be made up for full credit only after student completes Ripple Effects plagiarism lesson and participates in a restorative conference with the teacher.
- 2nd Offense
  - Teacher submits referral to Dean of Culture & Restorative Practices.
  - Student receives a score of 0 on the assignment, and the assignment can not be made up.
  - Conference is held with student, parent/guardian, and Dean of Culture.
- 3rd+ Offense
  - Teacher submits referral to Dean of Culture & Restorative Practices.
  - Student receives a score of 0 on the assignment, and the assignment can not be made up.
  - Conference is held with student, parent/guardian, Counselor, Dean of Culture, and Assistant Principal of Culture.
  - Family and student sign an agreement of understanding that further instances of plagiarism will result in the student failing the course.

## Providing False Information

Students engaging in any act that entails providing false information to the school will be subject to immediate consequences. Such offenses include such acts as falsifying school records, forging signatures, making or providing false statements, bribery, using an unauthorized User ID or password.

## Trespassing on School Property

Students engaged in trespassing you may be suspended or expelled. Trespassing includes but is not limited to being inside a classroom without a staff member and returning to the school after being instructed to leave the property (or refusing to leave when instructed to do so). Incidents of trespassing may be referred to law enforcement. Students who have been suspended or expelled are



strictly prohibited from entering the premises of the school at any time during the length of their suspension or expulsion.

## Suspension and Expulsion Policy

This Pupil Suspension and Expulsion Policy has 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.* in order to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements and are made in consultation with the Charter School Division. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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

The Charter School administration shall ensure that students and their parents/guardians<sup>5</sup> are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal's office.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

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<sup>5</sup> The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

# Enumerated Offenses

## Discretionary Suspension and Expulsion Offenses

Students may be suspended or recommended for expulsion if it is determined that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following: 1) While on school grounds. 2) While going to or coming from school. 3) During the lunch period whether on or off the campus. 4) During, or while going to or coming from, a school-sponsored activity.

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person. (2) Willfully used force or violence upon the person of another, except self-defense. (3) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil 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 (a).
- b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal
- c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property. As used in this section, "school property" includes, but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property. As used in this section, "school property" 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, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of the pupil's own prescription products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- k) Knowingly received stolen school property or private property. As used in this section, "school property" includes, but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm. As used in this section, "imitation firearm" means 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) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 287, 288, or 289 of, or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

- n) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.
- q) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
    - A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
    - B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil’s physical or mental health.
    - C) Causing a reasonable pupil to experience substantial interference with the pupil’s academic performance.
    - D) Causing a reasonable pupil to experience substantial interference with the pupil’s ability to participate in or benefit from the services, activities, or privileges provided by a school.
  - 2) (A) “Electronic act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following. (B) Notwithstanding paragraph (1) and subparagraph (A), 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.
    - i) A message, text, sound, video, or image.
    - ii) A post on a social network internet website, including, but not limited to:
      - (I) Posting to or creating a burn page. “Burn page” means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).
      - (II) (Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
      - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
    - iii) (I) An act of cyber sexual bullying. (II) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in

subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this subclause, 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. (III) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) “Reasonable pupil” means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil’s exceptional needs.

For a pupil subject to discipline under this section, a superintendent of the school district or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5. Alternatives to suspension or expulsion will be imposed against a pupil who is truant, tardy, or otherwise absent from school activities. (2) The Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

## **Non-Discretionary Suspension and Expulsion Offenses**

Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
- b) Brandishing a knife at another person. As used in this section, “knife” means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding knife with a blade (any size) that locks into place, or a razor with an unguarded blade.
- c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- d) Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n)

If it is determined by the Disciplinary Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or 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 pupil shall be provided due process rights of notice and a hearing as required in this policy.

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.

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.

## **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

### **a) Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Assistant Principal or Dean of Students, as a designee of the Principal, with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

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 school for the purpose of a conference. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) 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. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

### **b) Notice to Parents/Guardians**

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

### **c) Suspension Time Limits/Recommendation for Expulsion**

The length of the suspension will be determined by the Principal based on the severity of the offense(s), as evidenced by a fair and thorough investigation including witness statements, physical evidence, and other relevant factors, such as contributing life events and circumstances, and whether other means of correction can adequately reduce the length or suspension. For students with IEPs, the Inclusive Education Specialist and/or Director of Inclusive Education will counsel the Principal on additional factors that are relevant to making the determination. The length of suspension for students may not exceed a period of 5 consecutive days unless an administrative recommendation has been made and agreed to by the student's parent/guardian. If a student is recommended for a period of suspension exceeding 5 continuous days, a second conference will be scheduled between the parent/guardian and the school to discuss the progress of the suspension upon the completion of the additional term of the suspension. A suspension exceeding 5 days would occur in the event that the Principal does not believe, based upon the offense and conference with student and family, that the student is willing or able to return without significant risk of harm to themselves or other students. The total number of days for which a pupil may be suspended from school shall not exceed 20 school days in any school year, unless for purposes of adjustment, a pupil enrolls in or is transferred to

another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of school days for which the pupil may be suspended shall not exceed 30 days in any school year. In the event the student is suspended they are placed in an interim educational setting within the District.

Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended, not to exceed a maximum of 20 school days, pending an expulsion hearing. In such instances when the Principal of the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

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

The Advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Written notification listing all required assignments will be sent to the student's parents and all needed materials will be left in the front office.

The suspension of a student will be at the discretion of the Principal, Assistant Principal or the Dean of Students (as a designee of the Principal). A suspension appeal may be made in writing to the Principal within the term of the suspension. Within 48 business hours, a decision will be made by the Head of Schools regarding the appeal of the student suspension, and this decision will be considered final.

#### **d) Homework Assignments During Suspension**

The Advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be sent to the student's parents and all needed materials will be left in the front office.

## **In-School Suspension**

The Charter School offers in-school suspension as a means of reducing time missed from learning for behavioral issues. School counselors work with students on in-school suspension and their family to arrange a schedule for the student to work on personalized learning assignments through personalized learning assigned by the teacher, as needed to ensure s/he is able to keep up with school work while on suspension. While a student is on in-school suspension, he or she will be supervised by the Charter School's Assistant Principal in the Charter School's administrative office. This ensures the safety of the general student body, staff and school campus visitors. Additional supports provided to the student and their family are counseling and an assigned, individualized social-emotional learning scope and sequence. The maximum number of days for an in-school suspension shall not exceed 5 days per incident or more than 20 days in an academic year.. The provisions defined below, including family notification, apply to in-school suspension as well as out-of-school suspension.

It is the Charter School's preference to keep students on campus as frequently as possible and to limit the number of suspensions issued. The Charter School reserves out of school suspensions, for when a student may be at risk to themselves or others on campus.

## Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a Disciplinary Panel 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 by a neutral and impartial Disciplinary Panel, The Disciplinary Panel shall consist of three members of the Bright Star Schools Board of Directors. The Disciplinary Panel shall be presided over by a member of the Panel designated as a hearing chairperson. The Disciplinary Panel may expel any student found to have committed an expellable offense.

## Expulsion Procedures

If the Principal recommends expulsion, the student and the student's parents will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. During this conference, the student and parents are offered the opportunity to be heard and offer justification for the behavior that led to the potential expulsion. This determination will be made by the Principal upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others.
- Upon this determination, the student's suspension will be extended pending the results of an expulsion hearing, with a maximum of 20 total days in suspension. Students will be recommended for expulsion if the Principal finds that at least one of the following findings may be substantiated:
  - Other means of correction are not feasible or have repeatedly failed to bring about proper conduct
  - Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Students recommended for expulsion are entitled to a hearing before the Disciplinary Panel 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 pupil has committed an expellable offense.

Following a recommendation for expulsion and a hearing, the Disciplinary Panel, consisting of three impartial members of the Bright Star School's Board of Directors, will make a final decision whether to expel. Any Board member who has independent knowledge of the student or disciplinary circumstances shall not participate as a member of the Disciplinary Panel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil 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, which will be emailed and mailed within 48 hours of the request for 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 pupil. The notice shall include:

- a) The date and place of the expulsion hearing;
- b) A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;

- c) A copy of the Charter School's disciplinary rules which relate to the alleged violation;
- d) 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;
- e) The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- f) The right to inspect and obtain copies of all documents to be used at the hearing;
- g) The opportunity to confront and question all witnesses who testify at the hearing;
- h) The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Language support will be made available at the hearing, upon request, in the event that any party involved in the hearing has a primary language other than English.

## **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 pupil.

- a) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b) 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.
- c) At the discretion of the Disciplinary Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- f) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Disciplinary Panel from removing a support person whom the presiding entity finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- g) If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official of the Disciplinary Panel shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.



- h) 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 hearing room during that testimony.
- i) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her 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.
- j) 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.
- k) Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## **Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. The Charter School will create a written record of the expulsion proceeding in a separately-maintained file, which will be utilized in an appeal process if pursued. The record shall be made available to the parents upon request.

## **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 decision by the Disciplinary Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Disciplinary 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 pupil, 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 his or her testimony heard in a session closed to the public.

The decision of the Disciplinary Panel shall be in the form of written findings of fact. The final decision by the Disciplinary Panel shall be made within ten (10) school days following the conclusion of the hearing.

If the Disciplinary Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

## **Written Notice to Expel**

The Principal or designee, following a decision of the Disciplinary Panel to expel, shall send written

notice of the decision to expel, including the Disciplinary Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the District. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student; (C) rehabilitation plans, including the term of expulsion, criteria to be set forth in the plan, and the timelines and process for reinstatement and/or readmission following completion of the term of expulsion.

## **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 authorizer upon request.

## **Expulsion Appeal**

An expulsion may be appealed in writing within ten working days of the communication of the expulsion to the parent or guardian and must be submitted in writing to the Principal. The student will be considered suspended until a meeting is convened to consider the appeal (within 10 working days). The Bright Star Board of Directors, excluding the members of the Disciplinary Panel who presided over the original expulsion hearing, shall hear the appeal. For an appeal, the student and guardian and or advocate may provide the reasons they disagree with the original findings and or his/her rationale for why they feel in some way the process was flawed. The Principal will also have the opportunity to represent their findings and reason for original recommendation.

For a student who has an expulsion upheld upon appeal, the family will be sent written notification by the Principal, within 24 hours of such decision, including specific reasons why appeal was denied, and will be given a readmission eligibility review date. For students whose expulsion has been overturned, a re-entry conference will be facilitated by a trained school personnel the next school day, and the student will resume regular classes immediately.

The decision of the Bright Star Board of Directors will be final. If the student is expelled or if expulsion is upheld on appeal, Charter School shall notify the Student Discipline and Expulsion Support Unit "SDES" including submitting an expulsion packet to include expulsion order, rehabilitation plan, and reinstatement eligibility immediately.

## **Rehabilitation, Reinstatement, and Readmission**

In the event of a decision to expel a student, the Charter School will work cooperatively with the district of residence to assist with appropriate educational placement of the expelled student. Any incident of violent and/or serious student behavior such as sexual assault shall be communicated to the school district or school to which the student matriculates.

The term of the expulsion shall remain in effect for not more than one academic year or until the Governing Board of Bright Star Schools otherwise authorizes the pupil's readmission upon successful completion of the rehabilitation plan. The terms of the rehabilitation plan are developed by considering logical consequences for the behavior which the student is being expelled. During the time of expulsion from the Charter School, the student shall comply with the rehabilitation plan, and have satisfactory grades and attendance during the time of the expulsion, and may be asked to receive appropriate and related counseling services.

The decision to readmit a student shall be at the sole discretion of the Bright Star Schools Board, following a meeting with the Principal and the student and/or parent/guardian, to determine whether

the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The student's readmission is also contingent upon the enrollment capacity of the Charter School at the time the student seeks readmission.

## **Notice to Teachers**

The Charter School shall notify teachers of each pupil 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.

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

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

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

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

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

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

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

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

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

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

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

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the

relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

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

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

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

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

#### 5. Special Circumstances

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

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

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

#### 6. Interim Alternative Educational Setting

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

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

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

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

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

- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

## Uniform Complaint Policy

Bright Star Schools ("Charter School") Board of Directors has adopted this Uniform Complaint Procedures ("UCP") Policy in accordance with applicable federal and state laws and regulations. The Charter School is the local educational agency primarily responsible for compliance with federal and state laws and regulations governing its educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

## Scope

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

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Consolidated Categorical Aid;
  - Education and graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - School Safety Plans

3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
    - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
  - c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
  - d. If Charter School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by Charter School to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
  - e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 no longer fall under the UCP. Instead, they are governed by

Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 no longer fall under the UCP. Instead, are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

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

## **Compliance Officer**

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

Angelina Calderón, Vice President, Public Affairs  
[acalderon@brightstarschools.org](mailto:acalderon@brightstarschools.org)  
Bright Star Schools

Mailing Address 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
(323) 954-9957 x1023

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

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

## **Notifications**

The Principal or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on Charter School’s website.

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

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

their primary language.

The annual notice shall include the following:

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

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

9. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
10. A statement that copies of Charter School's UCP shall be available free of charge.

## Procedures

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

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

### Step 1: Filing of Complaint

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful



discrimination, harassment, intimidation or bullying pursuant to this Policy.

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

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

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

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

## **Step 2: Mediation**

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

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

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

The use of mediation shall not extend Charter 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 is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

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

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

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

### **Step 4: Final Written Decision**

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

The Decision shall include:

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

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

## **Appeals to the CDE**

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

1. Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in Charter School's Decision is inconsistent with the law.

5. In a case in which Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

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

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

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

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

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

## **Civil Law Remedies**

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

# Uniform Complaint Procedure Form

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

School/Office of Alleged Violation: \_\_\_\_\_

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

- Accommodations for Pregnant, Parenting or Lactating Students
- Consolidated Categorical Aid
- Education of Foster Youth, Homeless Youth, former Juvenile Court Students, Migratory Children or Children of Military Families
- Every Student Succeeds Act
- School Safety Plans
- Pupil fees
- Noncompliance with Local Control Funding Formula, Local Control and Accountability Plan, or School Plan for Student Achievement
- Child Nutrition Programs

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

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

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

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

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

I have attached supporting documents.  Yes  No

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

Mail complaint and any relevant documents to the Compliance Officer:  
Angelina Calderón, Vice President, PublicAffairs  
[acalderon@brightstarschools.org](mailto:acalderon@brightstarschools.org)  
Bright Star Schools

Mailing Address 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
(323) 954-9957 x1023

# Educational Records and Student Information Policy

The Board of Directors of Bright Star Schools (“Charter School” or “Charter School”) adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Charter School.

## Definitions

### Education Record

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

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

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
2. Records maintained by a law enforcement unit of Charter School that were created by that law enforcement unit for the purpose of law enforcement.
3. In the case of a person who is employed by Charter School but not in attendance at Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual’s capacity as an employee, and are not available for any other purpose.
4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at Charter School.
5. Records that only contain information about an individual after the individual is no longer a student at Charter School.
6. Grades on peer-graded papers before they are collected and recorded by a teacher.

## Personally Identifiable Information

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

## Directory Information

Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by Charter School pursuant to the FERPA (20 U.S.C. § 1232g). Charter School has designated the following information as directory information:

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

## Parent

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

## Eligible Student

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

## School Official

A school official is a person employed by 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 Board of Directors of Charter School. A school official also may include a volunteer for Charter School or an independent contractor of Charter School,

consultant, vendor, or other party who performs an institutional service or function for which Charter School would otherwise use its own employees and who is under the direct control of Charter School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or 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 school official in performing their tasks.

### **Legitimate Educational Interest**

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

## **Disclosure Of Directory Information**

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

## **Annual Notification To Parents And Eligible Students**

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

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

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that Charter School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to



- enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

## **Parental And Eligible Student Rights Relating To Education Records**

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

### **1. Copies of Education Records**

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

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

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

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

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

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

If the Principal sustains the parent or eligible student's request to change the student's name and/or gender, Charter School shall add a new document to the student's record that includes all of the following information:

- a. The date of the request.
- b. The date the requested records were corrected.
- c. A list of the records requested to be corrected.
- d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.
- e. The name of the employee that completed the request.
- f. The student's corrected and former names and/or genders.

Charter School shall immediately update a **former** student's records to include the student's updated legal name or gender if the Charter School receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:

- a. State-issued driver's license.
- b. Birth certificate.
- c. Passport.
- d. Social security card.
- e. Court order indicating a name change or a gender change, or both.

If requested by the former student, the Charter School shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by Charter School include, but are not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents conferred upon the former student

If a former student requests that their name or gender be changed and the requested records are reissued, the Charter School shall add a new document to the former student's file that includes all of the following:

- a. The date of the request.
- b. The date the requested records were reissued to the former student.
- c. A list of the records that were requested by, and reissued to, the former student.
- d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
- e. The name of the school district, charter school, or county office of education staff person that completed the request.
- f. The current and former name or gender of the former student.

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

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

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

- a. The principal or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Principal or by the Board Chair, depending upon who convenes the panel.

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

The principal or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

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

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of Charter School, or both. If Charter School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

## **Disclosure Of Education Records And Directory Information**

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

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

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

1. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations (“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, 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. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student’s application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for 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/or a caregiver (regardless of whether the caregiver has been appointed as the student’s educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for student and parents, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by 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 final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School may disclose the final results of the disciplinary proceeding, regardless of whether Charter School concluded a violation was committed.

## **Solicitation and Disclosure of Student**

# Information for Immigration Purposes

Charter School shall observe the following:

1. Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect information or documents regarding citizenship or immigration status of students or their family members.
2. If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
3. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
4. Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
5. During the enrollment process:
  - a. Where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.
  - b. Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.
  - c. Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment.
6. Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the Charter School prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated Charter School official about the information request.
2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

## **Contract for Digital Storage, Management, and Retrieval of Student Records**

The Charter School may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

## **Record Keeping Requirements**

Charter School will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

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

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

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

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

# Complaints

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-8520

# Record Retention

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 through 438, per the following:

## Mandatory Permanent Student Records

Must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:

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

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

## Mandatory Interim Student Records

Must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:

1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.

2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
4. Language training records
5. Progress slips and/or notices
6. Parental restrictions regarding access to directory information or related stipulations.
7. Parental or adult student rejoinders to challenged records and to disciplinary action
8. Parental authorizations or prohibitions of student participation in specific programs
9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

### **Permitted Student Records**

May be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student's completion or withdrawal from school. These records are defined as:

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

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

## **Freedom of Speech and Expression Policy**

The Board of Directors of Bright Star Public Schools ("Bright Star" or the "Charter School") respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

### **Definitions**

#### **Obscenity**

When the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.



## **Defamation**

Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.

## **Discriminatory Material**

Material that demeans a person or group because of the person/group's mental or physical disability, sex (including pregnancy and related conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.

## **Harassment (Including Sexual Harassment), Intimidation and/or Bullying**

Severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student 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 his or her physical or mental health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

## **Fighting Words**

Words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.

## **Vulgarity and/or Profanity**

The continual use of curse words by a student, even after warning.

## **Violating Privacy**

Publicizing or distributing confidential or private material without permission.

## **On-Campus Expression**

Student free speech rights include, but are not limited to, the use of bulletin boards, the

distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations or the substantial disruption of the orderly operation of the Charter School.

## **Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter**

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Charter School Principal or designee at least one (1) school day prior to distribution. The Charter School Principal or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. The Charter School Principal or designee shall notify student(s) if distribution will be granted or denied (and if denied, why distribution is not in compliance with this Policy).
2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Charter School Principal). Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at school entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Charter School Principal or designee).

The Charter School Principal or designee shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.

## **Official School Publications**

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and

journalism, and to maintain the provisions of this Policy.<sup>6</sup> The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Charter School officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Charter School Principal.

## **Buttons, Badges, and Other Insignia of Symbolic Expression**

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

### **Use of Bulletin Boards**

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and Charter School administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

### **Organized Demonstrations**

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

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<sup>6</sup> “Official school publications” refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

## Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school assemblies, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

## Off-Campus Expression

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school.

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Charter School Principal or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression may result in discipline if the expression involves but is not limited to:

- a. Serious or severe bullying or harassment targeting particular individuals;
- b. Threats aimed at teachers or other students;
- c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- d. Breaches of school security devices.

## Enforcement

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Charter School Principal shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the Charter School Governing Board from adopting otherwise valid rules and regulations relating to oral communications by students upon the Charter School campus.
3. No Charter School employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.

4. Charter School shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

## Complaints and Appeals

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Principal or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
3. Any student or faculty member may appeal the decision of the Charter School Principal or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with Charter School through following the Charter School's General Complaint Policies and Procedures.

## Staff/Student Interaction Policy

Bright Star Schools ("Bright Star" or "Charter School") recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

## Corporal Punishment

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

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

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

### Examples of PERMITTED actions (NOT corporal punishment)

1. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
2. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

## Examples of PROHIBITED actions (corporal punishment)

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

## 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 or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

## Unacceptable and Acceptable Behavior

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

Although this policy gives specific, clear direction, it is each staff member’s obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

Some activities may seem innocent from a staff member’s perspective but may be perceived as flirtation or sexual insinuation from a student or parental point of view. 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. If a student specifically requests that he or she not be touched, then that request must be honored. 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 we intend to address by this policy.

- a. Giving gifts to an individual student that are of a personal and intimate nature
- b. Kissing of ANY kind
- c. Massage [ 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.]
- d. Any type of unnecessary physical contact with a student in a private situation

- e. Intentionally being alone with a student away from the School
- f. Making, or participating in, sexually inappropriate comments
- g. Sexual jokes or jokes/comments with sexual double entendre
- h. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- i. Listening to or telling stories that are sexually oriented
- j. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- k. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- l. Giving students a ride to/from school or school activities without parent permission
- m. Being alone in a room with a student at the School with the door closed
- n. Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include another educator, parent, or other responsible adult
- o. Remarks about the physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- p. Excessive attention toward a particular student
- q. Sending emails, text messages, instant messages, Facebook messages, MySpace responses, Tweets, or letters to students or chatting electronically with students if the content is not about school activities
- r. Being "friends" with a student on Facebook, Twitter, MySpace, or any other social media site
- s. Wrestling with students or other staff members except in the context of a formal wrestling program.
- t. Tickling or piggyback rides
- u. Using profanity with or to a student
- v. Involving student in non-educational or non-school related issues, including, but not limited to, the staff member's employment issues

## Acceptable Behaviors

- a. Pats on the shoulder or back
- b. Handshakes
- c. "High-fives" and hand slapping
- d. When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- e. Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- f. Holding hands while walking with small children or children with significant disabilities
- g. Assisting with toileting of small or disabled children in view of another staff member
- h. Touch required under an IEP or 504 Plan
- i. Reasonable restraint of a violent person to protect self, others, or property
- j. Obtaining formal written pre-approval from Principal 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
- k. 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)
- l. Keeping the door wide open when alone with a student

- m. Keeping reasonable and appropriate space between you and the student
- n. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- o. Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- p. Keeping after-class discussions with a student professional and brief
- q. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- r. Involving your 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)
- s. Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
- t. Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- u. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- v. Prioritizing professional behavior during all moments of student contact
- w. *Asking yourself if any of your actions, which are 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.

## Reporting Violations

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 misconduct, he or she must report the suspicion to the Supervisor promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

## Investigating

The Human Resource Department will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Executive Leadership Team of the existence and status of



any investigations. Upon completion of any such investigations, the Human Resource Department shall report to the Executive Leadership Team any conclusions reached. The investigating administrator 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.

## **Nondiscrimination Statement**

Bright Star Schools (“Bright Star” or 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, citizenship, immigration status, religion, religious affiliation, sexual orientation, pregnancy status, 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.

Bright Star 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 (“IDEA”).

Bright Star does not discourage students from enrolling or seeking to enroll in 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. 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 Bright Star’s charter and relevant policies.

Bright Star does not request nor require student records prior to a student’s enrollment.

Bright Star 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 IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

Bright Star also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race or ethnicity, religion, religious affiliation, creed, color, citizenship, 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.

Bright Star does not condone or tolerate harassment of any type, including but not limited to unlawful discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee; independent contractor or other person with which the Charter School does business; student; volunteer; or community member regardless of position or gender. Bright Star 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:

Angelina Calderón, Vice President, Public Affairs  
[acalderon@brightstarschools.org](mailto:acalderon@brightstarschools.org)  
Bright Star Schools

Mailing Address 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
(323) 954-9957 x1023

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

The Charter School’s Nondiscrimination Statement relevant to employees is located within Bright Star’s Employee Handbook.

## **Education for Homeless Children and Youth Policy**

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

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

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

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

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

## Charter School Liaison

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

Marni Parsons, VP of Student and Family Services, Bright Star Schools

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029

[mparsons@brightstarschools.org](mailto:mparsons@brightstarschools.org)

323-954-9957 x 1004

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

1. Homeless students are identified by Charter School personnel, through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at Charter School.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by Charter School, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, Charter School

- charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
  8. Charter School personnel providing services receive professional development and other support.
  9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
  10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

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

## **Enrollment**

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

Charter School shall immediately admit/enroll the student for which the Charter School is a School of Origin. “School of Origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

Charter School shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

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

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

A homeless youth may remain in the student’s school of origin for the entire period for which the youth is homeless. Homeless students have the right to remain in their school of origin following the termination of the child’s status as a homeless student as follows:

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

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder ("ERH"), Indian custodian<sup>7</sup> in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

## Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison. The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

## Housing Questionnaire

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

## Comparable Services

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

- Transportation services

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<sup>7</sup> "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Charter School nutrition programs

## **Transportation**

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

If the Charter School does not otherwise provide transportation services to all Charter School students, Charter School shall ensure that transportation is provided for homeless students to and from Charter School, at the request of the parent or guardian (or Charter School Liaison), if Charter School is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by Charter School will be adequate and appropriate for the Student's situation, but Charter School does not commit to any one method of transportation for all youth.

## **Eligibility for Extracurricular Activities**

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

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

The Charter School shall not charge any student who is a homeless youth any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

## **Professional Development**

All administrators, teachers and employees of Charter School, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

## **High School Graduation Requirements**

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

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as

compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

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

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

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

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

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

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

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

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

1. Consult with the student and the ERH of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Consult with the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation

requirements will affect the student's ability to gain admission to a postsecondary educational institution.

3. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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

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

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

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.



3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
  - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
  - ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

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

## Reporting Requirements

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

## Acceptance of Course Work

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

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

## Notice

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment and at least twice (2) annually while

enrolled at the Charter School. This notice must be signed by the parent/guardian. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no [homeless](#) student is required to attend a separate school for [homeless](#) children; (3) that homeless children and youth shall be provided comparable services; and (4) that homeless children should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

## Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

## School Website Posting

Charter School shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

## Complaints of Noncompliance

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

## Education for Foster and Mobile Youth Policy

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

# Definitions

## Foster Youth

Means any of the following:

1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code (“WIC”).
2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
  - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
  - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
  - c. The nonminor is participating in a transitional independent living case plan.
5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.<sup>8</sup>
6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

## Former Juvenile Court School Student

Means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school..

## Child of a Military Family

Refers to a student who resides in the household of an active duty military member.

## Currently Migratory Child

Refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

## Newcomer Pupil

Means a student who is participating in a program designed to meet the academic and

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<sup>8</sup> The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

### **Educational Rights Holder (ERH)**

is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.

### **School of Origin**

Means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

### **Best Interests**

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

Within this Policy, foster/juvenile court youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be referred to collectively as "Foster and Mobile Youth."

### **Partial coursework satisfactorily completed**

Includes any portion of an individual course, even if the pupil did not complete the entire course.

## **Foster and Mobile Youth Liaison**

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

Marni Parsons, VP of Student and Family Services, Bright Star Schools

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029

[mparsons@brightstarschools.org](mailto:mparsons@brightstarschools.org)

323-954-9957 x 1004

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

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of foster youth.
2. Ensure proper transfer of credits, records, and grades when foster youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's ERH, attorney, county social worker, and the appropriate representative of the county child welfare agency, and an Indian child's ERH, tribal social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and, at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School's charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker and the agency representative will be invited to participate.
  - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an Indian child's ERH, tribal social worker and if applicable, county social worker, attorney and the agency representative will be invited to participate.
5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Principal or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the

authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to WIC sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

## **School Stability and Enrollment**

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

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re enrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

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

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

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

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

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

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

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

## **Transportation**

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

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

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

## **Effect of Absences on Grades**

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

- a. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.

- b. A verified court appearance or related court-ordered activity.

## **Transfer of Coursework and Credits**

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school<sup>9</sup>, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed. The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Charter School, Charter School shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

- a. 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 a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.
- b. The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.
- c. A complete record of the pupil's seat time, including both period attendance and days of enrollment.

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

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

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<sup>9</sup> For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.



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

## **Applicability of Graduation Requirements**

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board. However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and students participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

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

The Principal or designee shall notify and consult with a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, and shall consult with the Foster and Mobile Youth and their ERH. The consultation shall include all of the following:

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

available through the California Community Colleges.

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

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

If a Foster and Mobile Youth is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth or ERH and the youth qualifies for the exemption. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the student eligible while they are enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's additional graduation requirements within the student's fifth year of high school, the Principal or designee shall:

1. Consult with the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student and the student's ERH how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and ERH about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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

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

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

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

- 51225.3, or
- ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

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

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

## **Eligibility for Extracurricular Activities**

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

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

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

## **Student Records**

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

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

## **Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available at our website: <https://www.brightstarschools.org>.

## Reporting Requirements

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

## Section 504 Policy, Procedures, and Parent Rights

### Section 504 Policy

The Board of Directors of the Bright Star Schools (“Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education (“FAPE”) and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This Policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a FAPE.

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 (“IDEA”).

The Charter School’s Principal or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law.

If Charter School does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parent's/guardian's procedural safeguards. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Charter School shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability or any other characteristic protected under law. Charter School will implement this policy through its corresponding procedures.

## Definitions

### 1. Academic Setting

The regular, educational environment operated by Charter School.

### 2. Individual With a Disability Under Section 504

An individual who:

- a. has a physical or mental impairment that substantially limits one or more major life activities;
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.

### 3. Evaluation

Procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.

### 4. 504 Plan

A plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.

## 5. FAPE

The provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

## 6. Major Life Activities

Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

## 7. Physical or Mental Impairment

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

## 8. 504 Coordinator

A school official shall serve as the Charter School's Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at the number listed below for each Bright Star School.

### **Rise Kohyang Elementary School**

Maiah Brim, School Counselor  
600 S. La Fayette Park Pl, Los Angeles, CA 90057  
[mbrim@brightstarschools.org](mailto:mbrim@brightstarschools.org)  
(213) 224-8900

### **Rise Kohyang Middle School**

Albert Beltran, Assistant Principal of Culture  
3020 Wilshire Blvd Suite #250, Los Angeles, CA 90010  
[abeltran@brightstarschools.org](mailto:abeltran@brightstarschools.org)  
(424) 789-8338

### **Rise Kohyang High School**

Allen Andrews, Assistant Principal of Instruction  
600 S. La Fayette Park Pl, Los Angeles, CA 90057  
(323) 284-2553  
[aandrews@brightstarschools.org](mailto:aandrews@brightstarschools.org)

### **Stella Elementary Charter Academy**

Jessica De Luna, Dean of Instruction  
4196 Marlton Ave, Los Angeles, CA 90016  
(213) 340-6700

[ideluna@brightstarschools.org](mailto:ideluna@brightstarschools.org)

**Stella Middle Charter Academy**

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**Stella High Charter Academy**

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**Valor Academy Elementary School**

Lourena Vong and Melissa Ignacio, Counselors  
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[mignacio@brightstarschools.org](mailto:mignacio@brightstarschools.org)

**Valor Academy Middle School**

Veronica Chavez, Lead School Counselor 9034 Burnet Ave, North Hills, CA 91343  
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**Valor Academy High School**

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[tbernard@brightstarschools.org](mailto:tbernard@brightstarschools.org)

**9. Has a Record of Such an Impairment**

Means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities

**10. Is Regarded as Having an Impairment**

Means

- a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
- b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

**Referral, Assessment and Evaluation Procedures**



1. Charter School will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student's file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.
3. The Charter School has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a FAPE. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.
9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to

- examine assessment results and all other relevant records.
10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

## **504 Plan**

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. Charter School shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) calendar days of starting school, Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. Charter School shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.
11. A parent, guardian, or Charter School shall have the right to audio record the proceedings of any team meetings held pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794). The parent or guardian or Charter

School shall notify the members of the team of the parent's, guardian's, or Charter School's intent to audio record a meeting at least 24 hours before the meeting. If Charetr School initiates the notice of intent to audio record a meeting and the parent or guardian objects or refuses to attend the meeting because it will be audio recorded, the meeting shall not be audio recorded.

## Review of the Student's Progress

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

## Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to Charter School policy
  - Seek review in federal court if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

### **Rise Kohyang Elementary School**

Maiah Brim, School Counselor  
600 S. La Fayette Park Pl, Los Angeles, CA 90057  
[mbrim@brightstarschools.org](mailto:mbrim@brightstarschools.org)  
(213) 224-8900

### **Rise Kohyang Middle School**

Albert Beltran, Assistant Principal of Culture  
3020 Wilshire Blvd Suite #250, Los Angeles, CA 90010  
[abeltran@brightstarschools.org](mailto:abeltran@brightstarschools.org)  
(424) 789-8338

### **Rise Kohyang High School**

Allen Andrews, Assistant Principal of Instruction  
600 S. La Fayette Park Pl, Los Angeles, CA 90057  
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[aandrews@brightstarschools.org](mailto:aandrews@brightstarschools.org)

### **Stella Elementary Charter Academy**

Jessica De Luna, Dean of Instruction

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Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Principal or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Charter School or any district within the Los Angeles Unified School District or the Los Angeles County of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:
  - The specific decision or action with which the parent/guardian disagrees.

- The changes to the 504 Plan the parent/guardian seeks.
  - Any other information the parent/guardian believes is pertinent.
5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, the Charter School may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:
    - Mediation by a neutral third party.
    - Review of the 504 Plan by the Principal or designee.
  6. Within ten (10) calendar days of receiving the parent/guardian's request, the Principal or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and Principal.
  7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) calendar days may be extended for good cause or by mutual agreement of the parent/guardian and Principal.
  8. The parent/guardian and the School shall be afforded the rights to:
    - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
    - Present written and oral evidence.
    - Question and cross-examine witnesses.
    - Receive written findings by the hearing officer.
  9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
  10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
  11. Charter School shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

## Suspension and Expulsion, Special Procedures for Students with Disabilities

Charter School shall follow the suspension and expulsion policy and procedures as set forth in the charter. A student who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Charter School will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

### 1. 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, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment (“FBA”) 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.

## **2. 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, Charter School, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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

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

- a. Conduct an FBA and implement a behavioral intervention plan (“BIP”) for such child, provided that Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP 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 and Charter School agree to a change of placement as part of the modification of the BIP.

If Charter School, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student’s disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then 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.

## **3. Appeals**

The parent/guardian of a child with a disability under a 504 Plan who 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, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or 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 and Charter School agree otherwise.

#### **4. 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) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

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

#### **5. Interim Alternative Educational Setting**

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

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

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated Charter School's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Charter School had knowledge that the student had a disability before the behavior occurred.

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 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 Inclusive Education or to other Charter School supervisory personnel.

If 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 2004-eligible children with disabilities, including the right to stay-put.

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

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

determined to not be eligible.

## Parent/Student Rights in Identification, Evaluation, Accommodation and Placement

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference. You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have Charter School advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a FAPE. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Charter School make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA 2004).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Charter School.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Charter School to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If Charter School refuses this request for amendment, the Charter School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with Charter School's Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to the Charter School's Uniform Complaint Policy and Procedures. Please ask the Principal for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education



San Francisco Office  
50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

17. Be free from any retaliation from Charter School for exercising any of these rights.

Please contact the 504 Coordinator listed below with any questions regarding the information contained herein.

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## Youth Suicide Prevention Policy

The Governing Board of Bright Star Schools (“Charter School”) recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the Charter School to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

In compliance with Education Code section 215, this policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.” In an attempt to reduce suicidal behavior and its impact on students and families, the Vice President of Student and Family Services and the individual School Site Principal shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in

regular contact with students such as crossing guards, tutors, and coaches. The suicide prevention point of contact for Vice President of Student and Family Services and the Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.

Vice President of Student and Family Services shall develop and implement preventive strategies and intervention procedures.

## **Suicide Prevention Crisis Team**

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, Charter School created an in-house Suicide Prevention Crisis Team (“SPCT”) consisting of administrators, mental health professionals, relevant staff, and parents, Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons to lead the SPCT:

1. Marni Parsons, Vice President of Student and Family Services
2. Steven Rockey, Director of School Counseling
3. Mina Hyman, School Psychologist

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school and district data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy, protocols, and resources are posted on the district and school websites;
- Collaborate with community mental health organizations,
- Identify resources and agencies that provide evidence-based or evidence-informed treatment,
- Help inform and build skills among law enforcement and other relevant partners, and
- Collaborate to build community response.

## **Overall Strategic Plan for Suicide Prevention**

The Vice President of Student and Family Services shall involve school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating the Charter School’s strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

Bright Star Schools has identified and will continue to work with these community supports:

Lenore Pallares, LCSW PPSC Mental Health Lead, CARE Team  
Los Angeles Unified School District  
Charter Operated Programs & School Mental Health  
333 S. Beaudry Avenue, 17th Floor, Cubicle: 17-130-16 Los Angeles, CA 90017  
[lpallare@lausd.net](mailto:lpallare@lausd.net)

Didi Hirsch Mental Health Services  
Rick Mogil, Program Director, Suicide Bereavement Services Didi Hirsch Mental Health Services  
10277 West Olympic Blvd. Los Angeles, CA 90067  
[rmoqil@didihirsch.org](mailto:rmoqil@didihirsch.org)

Phoenix House  
11600 Eldridge Avenue  
Lake View Terrace, CA 91342  
(818) 686-3011

Matthew Silverman Memorial Foundation  
Candace Yoder, Principal  
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Office (424) 293-8000  
[candace@mattsfoundation.org](mailto:candace@mattsfoundation.org)

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. In addition, each school shall identify at least one staff member to serve as the suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. The Principal and suicide prevention point of contact shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services behalf of a student who is a Medi-Cal beneficiary. The policy shall be developed in consultation with school and community stakeholders, school- employed mental health professionals, the county mental health plan and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and post-vention. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

## Prevention

### Messaging about Suicide Prevention

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Bright Star Schools, along with its partners, has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Additionally, Bright Star Schools shall ensure all materials and messaging about suicide is age appropriate.

### Staff Development

Bright Star Schools, along with its partners, carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide. Training shall be provided for all school staff members and other

adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning staff).

Training shall include the following:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention. Charter School shall ensure that training is available for new hires during the school year.
- All suicide prevention trainings shall be offered under the direction of the Vice President of Student and Family Services and/or school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training through the Safe Schools online training course. Core components of the general suicide prevention training shall include:
  - Suicide risk factors, warning signs, and protective factors
  - How to talk with a student about thoughts of suicide
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member
  - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide
  - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the Bright Star Schools Student and Parent Surveys should also be analyzed to identify school climate deficits and drive program development. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>
  - Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    - i. Youth affected by suicide.
    - ii. Youth with a history of suicide ideation or attempts.
    - iii. Youth with disabilities, mental illness, or substance abuse disorders.
    - iv. Lesbian, gay, bisexual, transgender, or questioning youth.
    - v. Youth experiencing homelessness or in out-of-home settings, such as foster care.
    - vi. Youth who have suffered traumatic experiences.

In addition to initial orientations to the core components of suicide prevention, ongoing annual

staff professional development for all staff should include the following components:

- The impact of traumatic stress on emotional and mental health
- Common misconceptions about suicide
- Charter School and community suicide prevention resources
- Appropriate messaging about suicide (correct terminology, safe messaging guidelines)
- The factors associated with suicide (risk factors, warning signs, protective factors)
- How to identify youth who may be at risk of suicide
- Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on Charter School guidelines
- Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed
- Charter School-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention)
- Responding after a suicide occurs (suicide postvention)
- Resources regarding youth suicide prevention
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member

## **Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)**

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by Charter School. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, Charter-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation ; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on district guidelines and protocols.
- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

## **Virtual Screenings for Suicide Risk**

Virtual suicide prevention efforts include checking in with all students, promoting access to

school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

Charter School has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, Charter School has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to Charter School protocols.

Charter School has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

## **Employee Qualifications and Scope of Services**

Employees of Bright Star Schools must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

## **Specialized Staff Training (Assessment)**

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by Bright Star Schools.

## **Parents, Guardians, and Caregivers Participation and Education**

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, the Charter School shall share with parents/guardians/caregivers the Bright Star School's Youth Suicide Prevention Policy.
- This Youth Suicide Prevention Policy shall be easily accessible and prominently displayed on each of the Bright Star Schools' Web pages and included in the Student and Family Handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- Charter School shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
- Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
- Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.

- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
  - Suicide risk factors, warning signs, and protective factors
  - How to talk with a student about thoughts of suicide
  - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment
  - Charter School's referral processes and how they or their children can reach out for help, etc.

Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act ("FERPA") generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA's health or safety emergency provision permits the disclosure of personally identifiable information from a student's education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

## **Student Participation and Education**

Messaging about suicide has an effect on suicidal thinking and behaviors. Bright Star Schools along with its partners has carefully reviewed available student curricula used in awareness efforts to ensure it aligns with best practices for safe messaging about suicide, promotes the mental health model of suicide prevention, and does not encourage the use of the stress model to explain suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with Charter School and is characterized by caring staff and harmonious interrelationships among students.

Bright Star School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

Bright Star School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. The instruction shall not use the stress model to explain suicide.

Under the supervision of an appropriately trained individual acting within the scope of his/her credential or license, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress. The content of the education shall include:
  - Coping strategies for dealing with stress and trauma
  - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
  - Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help
  - Emphasis on reducing the stigma associated with mental illness and the fact that



- early prevention and intervention can drastically reduce the risk of suicide
- Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

Bright Star Schools will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, and Bring Change to Mind on Campus High School Clubs).

Charter School maintains a list of current student trainings and is available upon request. Charter School has shared school-based supports and self-reporting procedures, so students are able to seek help if they are experiencing thoughts of suicide or if they recognize signs with peers. Although confidentiality and privacy are important, students should understand safety is a priority and if there is a risk of suicide, school staff are required to report. Charter-based mental health professionals are legally and ethically required to report suicide risk. **When reporting suicidal ideation or an attempt, school staff must maintain confidentiality and only share information limited to the risk or attempt.**

Charter School shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

## Intervention and Emergency Procedures

The following three Bright Star Schools staff members shall be designated as the primary and secondary suicide prevention liaisons:

4. Primary: Marni Parsons, Vice President of Student and Family Services
5. Secondary: Stephanie Adams Mendez, School Psychologist
6. Secondary: Mina Hyman, School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Principal or another school administrator, school psychologist or school counselor, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at Charter School or in the community.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

## Action Plan for In-School Suicide Attempts

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
  - a. Securing immediate medical treatment if a suicide attempt has occurred.
  - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
  - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
  - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
  - e. Moving all other students out of the immediate area.
  - f. Not sending the student away or leaving him/her alone, even to go to the restroom.
  - g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
  - h. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. **Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.**
4. After a referral is made, Bright Star Schools shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, Bright Star Schools may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Bright Star Schools.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Bright Star Schools campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in Bright Star School's safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student

record information, the Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Bright Star Schools staff may receive assistance from Bright Star School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

## **Action Plan for Out-of-School Suicide Attempts**

If a suicide attempt by a student is outside of Bright Star Schools' property, it is crucial that the Charter School protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family
- Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct
- The suicide prevention liaisons shall handle media requests
- Provide care and determine appropriate support to affected students
- Offer to the student and parents/guardians/caregivers steps for reintegration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan; providing parent's/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

## **Supporting Students During or After a Mental Health Crisis**

Students shall be encouraged through the education program and in Bright Star Schools activities to notify a teacher, the Director, another Bright Star Schools administrator, psychologist, Bright Star Schools counselor, suicide prevention liaisons, or other adult when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. Bright Star Schools staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

## **Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. Bright Star Schools' Suicide Prevention Liaisons for Bright Star Schools shall ensure that each school site adopts an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) shall incorporate both immediate and long-term steps and objectives.

- Suicide Postvention Response Plan:
  - A school site administrator will confirm death and cause
  - A school site administrator will contact deceased's family within 24 hours;

- Enact the Suicide Postvention Response Plan
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification)
- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death
  - Emotional support and resources available to staff
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration)
  - Share information that is relevant and that which you have permission to disclose
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment
  - Talking points for staff to notify students
  - Resources available to students (on and off campus)
- Identify students significantly affected by suicide death and other students at risk of imitative behavior
- Identify students affected by suicide death but not at risk of imitative behavior and refer them to a school-based mental health professional
- Communicate with the larger school community about the suicide death. Staff shall not share explicit, graphic, or dramatic content, including the manner of death.
- Consider funeral arrangements for family and school community
- Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered
- Identify media spokesperson if needed
- Ensure that all communications, documents, materials related to messaging about suicide avoid discussing details about method of suicide, avoid oversimplifying (i.e. identifying singular cause of suicide), avoid sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
<p><b>“Died by suicide”</b> or <b>“Took their own life”</b></p>	<p><b>“Committed suicide”</b> <b>Note:</b> Use of the word “commit” can imply crime/sin</p>
<p><b>“Attempted suicide”</b></p>	<p><b>“Successful” or “unsuccessful”</b> <b>Note:</b> There is no success, or lack of success, when dealing with suicide</p>

- Utilize and respond to social media outlets:
  - Identify what platforms students are using to respond to suicide death
  - Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

## Student Identification Cards

Charter School will include the telephone numbers on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
  - Call or Text “988”
  - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text “HOME” to 741741
- Teen Line: Text “TEEN” to 839863
- Trevor Project: Text “START” to 678678
- Trans Lifeline: 1-877-565-8860
- Local suicide prevention hotline telephone number

## Resources

### Planning for Suicide Prevention

The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide. Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at <http://www.heardalliance.org/>.

### Public Messaging, Media, and Prevention

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at <http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>
- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0>
- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/how-use-social-media>

### Suicide Prevention Education and Training

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at <https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/>

- Free YMHFA Training is available on the CDE Mental Health Web page at <http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp>
- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Website at <http://www.qprinstitute.com/>
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at <https://www.livingworks.net/programs/safetalk/>
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/programs/asist/>
- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at <https://www.kognito.com/products/pk12/>

## Specialized Staff Training

Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/training-events/amsr>

## Parents, Guardians and Caregivers Participation and Training

Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>

## Student Participation and Education

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at <https://afsp.org/our-work/education/more-than-sad/>
- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Webpage at <http://www.childrenshospital.org/breakfree>
- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at <http://www.reconnectingyouth.com/programs/cast/>
- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at <https://www.save.org/what-we-do/education/smart-schools-program-2/>
- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a

school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at <https://www.save.org/what-we-do/education/leads-for-youth-program/>

## Re-entry After a Suicide Attempt

The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)

## Postvention

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/comprehensive-approach/postvention>
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide.
- See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)
- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at <http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp>
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at <http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp>

# Campus Search & Seizure Policy

## Statement of Findings

Bright Star Schools (“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 adopts this 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.

## Definitions

### Reasonable Suspicion

Means a sufficient probability that the search will reveal evidence the student has violated or is violating the law or Charter School rules and regulations. Certainty is not required. Articulate facts must support a school official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.

### Violation of Either The Law or Charter School Rules and Regulations

Includes, but is not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in Charter School rules or regulations.

### Personal Electronic Device

Means a device that stores, generates, or transmits information in electronic form, and is not owned or otherwise loaned to the student by Charter School.

### Electronic Communication

Means the transfer of signs, signals, writings, images, sounds, data, or intelligence of any nature in whole or in part by a wire, radio, electromagnetic, photoelectric, or photo-optical system.

### Electronic Communication Information

Means any information about an electronic communication or the use of an electronic communication service, including, but not limited to, the contents, sender, recipients, format, or location of the sender or recipients at any point during the communication, the time or date the communication was created, sent, or received, or any information pertaining to any individual or **personal** device participating in the communication, including, but not limited to, an IP address.

## Notice

Written notice of this Policy shall be provided to students and their parents and/or guardians at the start of each school year and/or upon enrollment during the school year. A summary of this Policy shall also be placed in the Student Handbook and other materials, as appropriate, to be disseminated by the Charter School to students, parents and/or guardians and Charter School employees. In addition, the Charter School shall place signs and/or other posted notifications on campus regarding this policy, as appropriate.

## Student Searches

A Charter School official (e.g., administrator, employee, teacher, school police officer, and/or employee), may conduct a reasonable search of a student's person and/or personal effects (e.g., backpack, purse, etc.) if a school official has reasonable suspicion that the student is engaged in or has engaged in illegal activity or a violation of Charter School rules and regulations. Whether a search is reasonable depends on the context within which a search takes place. The Charter



School official must assess the reliability of the student or person providing the information, the degree of danger to others, and the immediacy of the need for a search. The search of a student and/or of their personal effects must be:

1. **Justified at its Inception:** There are reasonable grounds for suspecting the search will turn up evidence that the student is violating or has violated the law or Charter School rules. Articulate facts must support a Charter School official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch; and
2. **Reasonable in scope:** The measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

## Searches of Private Electronic Devices

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by Charter 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.

Nothing in this Policy prohibits the Charter School 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.

## Required Conduct of Searches

Additionally, any search of a student and/or of their personal effects shall be:

1. Conducted in the presence of at least one (1) other adult witness, whenever possible;
2. Conducted out of the presence of other students to maintain student confidentiality;
3. Conducted in a manner that does not involve:
  - a. Conducting a body cavity search of a student manually or with an instrument; or
  - b. Removing or arranging any or all of the clothing of a student to permit visual inspection of the underclothing, breast, buttocks, or genitalia of the student.
4. Documented by keeping a log of the search methods as well as a written description and/or pictures of any prohibited or illegal items ultimately seized as a result of the search.

## Student Use Areas

Student use areas, including, but not limited to, instructional and recreational space, are considered Charter School property and remain at all times under the control of Charter School. Periodic general inspections of instructional space and other areas of the school may be conducted by Charter School officials for any reason at any time without notice.

## Canine Searches

Charter School officials, including campus security or school police/resource officers, may use trained detection dogs in inspections of unaccompanied belongings for illegal, unauthorized or contraband materials in school facilities and around school grounds. All dogs must be accompanied by a qualified and authorized trainer who will be responsible for the dog's actions

and who can verify the reliability and accuracy in sniffing out contraband. Trained detection dogs may sniff all unaccompanied locations, including, but not limited to: lockers, student use areas, vehicles, unattended backpacks and other student belongings, and other inanimate objects throughout school property. Prior to initiating a search, Charter School officials must have reasonable suspicion of a schoolwide concern.

An indication by the dog that illegal, unauthorized or contraband materials are present on school property shall constitute reasonable suspicion, authorizing school officials to search the area or other inanimate object and closed containers and objects within, without securing the consent of the student.

Charter School shall not use dogs to search a student's person without individualized reasonable suspicion of illegal, unauthorized, or contraband material. If a dog alerts on a student's person, the alert shall constitute reasonable suspicion for a lawful search and all applicable law and policy discussed herein shall be followed in the subsequent search.

## **Lockers**

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

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

## **Seizure of Illegal, Unauthorized, or Contraband Materials**

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition.

## **Discipline**

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by Charter School officials or trained detection dogs, Charter School may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Charter School's discipline policies and procedures. Charter School shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

# **Video Surveillance and Other Recording Devices**

Charter School may utilize video surveillance devices in all common areas of the school campus including, but not limited to, outdoor spaces, entrances and exits, parking lots, stairwells, hallways, classrooms, the main office, school buses, and any other commonly used spaces. Charter School shall not utilize video surveillance devices in private spaces such as restrooms and locker rooms. Charter School's intent and purpose in utilizing video surveillance devices is to ensure student and staff health, welfare, and safety in order to maintain safe and orderly conduct

throughout the school day.

Charter School shall not use audio recording where there is an expectation of privacy without prior consent of all parties subject to recording. Students, staff, parents, and other members of the public are similarly prohibited from audio recording on Charter School campus without prior consent. This policy does not prohibit the Charter School from recording classes as needed for student achievement nor any other permissible audio recording by the Charter School otherwise provided under the law.

Video surveillance recordings are not considered student education records unless the recording is maintained and (1) intended for use in a disciplinary action or proceeding, (2) depicts an activity that shows a student violating the law, (3) shows a student getting injured, attacked, victimized, ill, or having a health emergency, (4) contains personally identifiable information from a student's educational record. A video surveillance recording is not considered a student's education record when the student's image is incidental to the activity shown in the recording or when the student is participating in a public activity.

Charter School shall comply with all state and federal law regarding access to, review, and disclosure of student records, including Family Educational Rights and Privacy Act ("FERPA"). This includes compliance with lawful requests under the California Public Records Act, from law enforcement, and other appropriate agencies. Charter School will evaluate the legality of any requests in advance of disclosure and will comply with all notice requirements under FERPA.

## **Temperature Screening**

In light of the novel coronavirus ("COVID-19") health emergency, Charter School shall temperature screen individuals, as necessary, in accordance with all applicable law and state and local health orders to prevent the spread of COVID-19. The Charter School will follow its COVID-19 Prevention Policy and/or Comprehensive School Safety Plan which outlines the temperature screening requirements.

## **Student Wellness Policy**

The Board of Directors of Bright Star Schools ("Charter School" or the "Charter School") is committed to the optimal development of every student. Charter School believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines Charter School's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day

while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in Charter School have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the Charter School campus—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of Charter School in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.
- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students and staff in Charter School. The designated official for oversight of the Wellness Policy is:

Sebastian Valdes, Vice President of Operations

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
[svaldes@brightstarschools.org](mailto:svaldes@brightstarschools.org)  
323-954-9957

## Implementation, Monitoring, Accountability and Community Engagement

### Implementation Plan

Using the steps outlined below, Charter School will ensure the Charter School meets legal obligations regarding implementation of this Policy. This Policy and the progress reports can be found on our website at: [www.brightstarschools.org](http://www.brightstarschools.org).

### Recordkeeping

Charter School will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

## Annual Notification of Policy

Charter School will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. Charter School will make this information available via the Charter School website and/or Charter School-wide communications. Charter School will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

## Triennial Progress Assessments

At least once every three years, Charter School will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the Charter School is in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

The position/person responsible for managing the triennial assessment and contact information is:

Sebastian Valdes, Vice President of Operations

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
[svaldes@brightstarschools.org](mailto:svaldes@brightstarschools.org)  
323-954-9957

Charter School will actively notify households/families of the availability of the triennial progress report.

## Revisions and Updating the Policy

Charter School will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

## Community Involvement, Outreach and Communications

Charter School is committed to being responsive to community input, which begins with awareness of the Policy. Charter School will actively communicate ways in which representatives of the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. Charter School will also

inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

Charter School will use electronic mechanisms, such as email or displaying notices on the Charter School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. Charter School will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## Nutrition

### Charter School Meals

Charter School participates in USDA child nutrition programs, including the National School Lunch Program ("NSLP"), the School Breakfast Program ("SBP"), the Summer Food Service Program (SFSP), and Supper program. The Charter School is committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations (The Charter School offers reimbursable school meals that meet USDA nutrition standards).
- Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
  - Sliced or cut fruit is available daily.
  - Daily fruit options are displayed in a location in the line of sight and reach of students.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - White milk is placed in front of other beverages in all coolers.
  - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
  - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.

- Student artwork is displayed in the service and/or dining areas.
- Daily announcements are used to promote and market menu options.

## Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. Charter School will make drinking water available where school meals are served during mealtimes.

## Competitive Foods and Beverages

The Charter School is committed to ensuring that all foods and beverages available to students on the Charter School campus during the school day support healthy eating. The foods and beverages sold to students on campus during the school day (including the period from the midnight before, to 30 minutes after the end of the official school day) and served outside of the Charter School meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students on the School campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

As long as a student has been provided the maximum of one nutritionally adequate free breakfast meal and one nutritionally adequate free lunch meal free of charge regardless of the student’s eligibility for federally funded free or reduced-price meals, the Charter School is not prohibited from selling to the student, the entrée from an **additional** nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service.

## Celebrations and Rewards

All foods offered on the Charter School campus will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

1. Celebrations and parties. Charter School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. Charter School will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. Charter School will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

## Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers on the Charter School campus during the school day. Charter School will make available to parents and teachers a list of healthy fundraising ideas.

## **Nutrition Promotion**

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

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

## **Food and Beverage Marketing in Schools**

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Principal reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

## **Physical Activity**

The Centers for Disease Control (“CDC”) recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School promotes student wellness.

## **Other Activities that Promote Student Wellness**

Charter School will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. Charter School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of the the community.

All Charter School-sponsored events will adhere to this Policy’s wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities



when appropriate.

## Community Partnerships

Charter School will develop, enhance, and continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy’s implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

## Parent and Family Engagement Policy

Bright Star Schools (“Charter School”) has developed a written Parent and Family Engagement Policy (“Policy”) with input from Title I parents and families. Charter School has distributed the Policy to parents of Title I students by [describe how the charter school distributes the Policy –e.g., copies available in the office, posted on the website, included in the handbook, etc.] This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

## Charter School Expectations and Objectives

Research has shown that the attitudes, behavior and achievement of children are enhanced when parents or other caregivers are involved in their children’s education. To that end, Bright Star Schools (the “School”) has adopted this parent and family engagement policy in order to promote learning and provide a more positive learning experience for the students of the School.<sup>10</sup>

### Annual Meeting

Within 30 days of the first day of school, the School shall convene a Back to School Night, an annual meeting to which all parents of children participating in Title I, Part A programs are invited and encouraged to attend. The School will hold additional meetings to ensure the maximum parental participation, providing the same information, to be offered at flexible times, such as in the morning or evening. Title 1, Part A information will be shared in the school’s School Site Council meetings.

The information provided at the meetings will inform parents of the School’s receipt of Title I, Part A funds and the specific requirements of Title I, Part A. Additionally, parents shall be informed of their rights to be involved in Title I, Part A programs.

### Notice

**By the first month** of the beginning of school, the School will include in the registration materials a notice to all parents containing, but not limited to, the following information:

- Information about Title I, Part A programs;
- An explanation of the requirements of Title I, Part A programs;
- A description of the rights parents have for participation in Title I, Part A programs;

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<sup>10</sup> Within this policy, the word “parent” is employed. This word is intended to reach any caregiver of students enrolled in the School, including but not limited to, parents, guardians, grandparents, aunts, uncles, foster parents, stepparents, etc.

- A description (including timing of meetings, location, etc.) of how parents can participate in the planning, review and/or improvement of the parent involvement policy and the schoolwide program.
- A description and explanation of the curriculum in use at the School, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards;
- An invitation to attend the annual meeting and additional meetings, providing information about the purpose of the meetings and the dates and times.
- A copy of the most current Parent and Family Engagement Policy and feedback will be collected in the school's School Site Council meetings.

In addition to sharing this notice on our communication platform, Parent Square, the School will post the information on its website.

## Involvement of Parents in the Title I Program

In order to involve parents in an organized, ongoing and timely way in the planning, review and improvement of Title I, Part A programs and the parent involvement policy, the School will involve parents of participating students as follows:

- The School will conduct a monthly Family Engagement Meeting each year where all parents of participating children will be invited to the School to learn about the different Title I, Part A programs, details of this policy and the schoolwide program plan. These meetings will be held at flexible times.
- Parents not attending the Family Engagement Meetings will receive the information through our Communication Platform, Parent Square.
- The Family Engagement Coordinator will publish a monthly calendar with notification of upcoming participation opportunities.
- The School will create a School Site Council where parents will be a part of the planning, reviewing and improving Title I, Part A programs, and the parent involvement policy. The School Site Council will meet **a minimum of 5 times** at the School and will be made up of 50% staff members and 50% parents and, at the secondary level, students.
- The School will schedule Coffee with the Principal meetings where parents are able to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children. The School will respond to such suggestions within **the school year. [This section is required by 20 U.S.C. § 6318(c)(4)(C).]**

The Policy must be updated periodically to meet changing needs of parents and the Charter School. If the Charter School has a process in place for involving parents in planning and designing the Charter School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

## School-Parent Compact

Charter School distributes to parents of Title I students a School-Parent Compact (the "Compact"). The Compact, which has been jointly developed with parents, outlines how parents, the entire Charter School staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the Charter School and families will partner to help children achieve the State's high academic standards. It addresses the following legally

required items, as well as other items suggested by parents of Title I students:

1. Charter School's responsibility to provide high-quality curriculum and instruction to meet the challenging State academic standards.
2. The ways parents will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time.
3. The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities and ensuring regular communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

At the beginning of each school year, the School will enter into School-Parent Compacts with parents of participating children. The School-Parent Compact will outline how parents, the entire school staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards.

The School Site Council will annually evaluate the effectiveness of the School-Parent Compact and provide feedback and suggestions for revision.

## **Building Capacity for Involvement**

### **Standards, Assessments, Title I Requirements, Monitoring Progress and Improving Student Achievement**

In order to ensure effective parental involvement and support a partnership among the School, parents and the community to improve student academic achievement, the School will provide the following programs to assist parents in understanding the challenging State academic standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children (collectively referred to as "Standards and Requirements"):

- Family Engagement Meetings, described in the School's Family Engagement Plan, will be held regularly at the School to discuss how parents can work with educators to improve their child's academic achievement.
- Parents will be invited to attend Educational Seminars to learn about State and local academic assessments and how to support their students to prepare for the exams.
- The report cards issued by the School for its students will be standards-based reflecting the students' performance on the State's academic standards and assessments.
- The School will review with parents each student's individual learning plan during Parent Teacher Conferences to measure progress and success in meeting the goals.
- On the School's website, it will provide a link to its School Accountability Report Card on the California Department of Education's website.

## Helping Parents to Work with Their Children

In an effort to foster parental involvement, the School will provide materials and training to help parents to work with their children to improve their children's achievement through the following programs:

- The School will teach students how to use computers and the internet in accordance with the School's internet use policy. In addition the School will provide Educational Seminars for families to learn how to use the online platforms the school provides for students and families.
- The School will provide parents of limited English proficiency with access to English as a Second Language (ESL) classes to increase their English language proficiency to assist their children with homework through a partnership with Los Angeles Community College.
- The School will provide parents with access to literacy programs, through our partnership with the Los Angeles Public Library, that bond families around reading and using the public library.
- The School will provide Educational seminars on parent-child communication and supporting the students socio-emotional development.
- The School's counselors will work with parents to better understand their children and the issues facing them.

## Education on Parent Involvement

The School will annually educate teachers, specialized instructional support personnel, principals and other school leaders and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the School. The training shall take place each year in staff orientations, annual staff development materials and other in-service training held throughout the school year. In order to better understand what works best for the current parents of participating children attending the School, the education will take place using an annual family survey will be sent home to parents of all students which solicits information on the parent's views of the School Culture, Safety and Instructional programs.

## Coordination with Other Programs

The School shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other federal, state and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. The School will coordinate and integrate parent involvement programs and activities with Los Angeles Public Library and Didi Hirsch.

## Accessibility

Charter School provides opportunities for the participation of all Title I parents and family members, including parents/family with limited English proficiency, parents/family with disabilities, and parents/family of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

- The School will provide language translators at parent meetings to the extent practicable.

- The School shall ensure that all information related to School and parent programs, meetings and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.
- The School will provide other reasonable support for parental involvement activities as requested by parents.
- The School will schedule meetings to enable families to share information about culture, background, children’s talents and particular needs for the schools.
- The School will share resources on Parent Square, provide follow up calls and in person support to families who do not read/write, train staff to support families who need accommodations.

## Gift Policy

All Bright Star employees may accept gifts or gratuities valued at \$50 or less from a single source in a single school year. Anything above the \$50 limit cannot be accepted personally and will be declined. For larger gifts, please consider making a donation directly to Bright Star Schools and the money can be earmarked for a specific school.

## Student Fees Policy

This student fees policy has been adopted by the Board of Directors of Bright Star Schools in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 (“AB 1575”) (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school.

Bright Star Schools operates free public charter schools, and no student enrolled in Bright Star Schools shall be required to pay a student fee for participation in a Bright Star Schools educational activity unless specifically authorized by law.

For purposes of this policy and pursuant to AB 1575, “educational activity” means any activity offered by Bright Star Schools that constitutes an integral fundamental part of a student’s education, including, but not limited to, curricular and extracurricular activities. “Educational activity” does *not* include: (a) transportation (bus) to and from school; (b) child care services for students whose parents cannot pick up their child immediately after school.

For purposes of this policy and pursuant to AB 1575, “student fee” means a fee, deposit, or other charge imposed on students, or a student’s parents or guardians, in violation of Section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers. Pursuant to Education Code section 49010, prohibited student fees include: (a) fees charged as a condition for registering for school or classes, or as a condition for participation in a class or any extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit; (b) a security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform, or other materials or equipment; (c) purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

### Specific Student Fee Provisions

1. All supplies, materials, and equipment needed for students to participate in Bright Star Schools’ educational activities shall be provided to students by the school free of charge.
2. Bright Star Schools does not use a fee waiver policy to make any student fee permissible.
3. Bright Star Schools does not have a “two-tier” educational system. Students who purchase additional supplies not provided free-of-charge by Bright Star Schools, or

- students who make voluntary donations to Bright Star Schools' programs and activities are not provided a higher educational standard than students who do not.
4. Bright Star Schools does not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student, and Bright Star Schools does not remove course credit or privileges related to educational activities, or otherwise discriminate against any student who does not or will not provide money or donations of goods or services to the school.
  5. Bright Star Schools may, from time to time, solicit from students and parents voluntary donations of funds or property or voluntary participation in fundraising activities, and may provide prizes or other recognition for students and parents of students who voluntarily participate in such fundraising activities.
  6. Bright Star Schools may offer transportation (bus) to and from school for students, at a fee that is approximately equal to the actual cost to Bright Star Schools of such transportation. Transportation (bus) to and from school is not an "educational activity."
  7. Bright Star Schools may offer child care services for students whose parents cannot pick up their child immediately after school, and may charge a reasonable fee for such services. Child care services are not an "educational activity."
  8. All students at Bright Star Schools participate in BOTY LEL (Beginning of the Year Life Experience Lesson) field trips that are part of the curriculum, which are provided to students by the school free of charge. Bright Star Schools may solicit voluntary donations of funds or services from students and parents of students to help fund the BOTY LEL field trips, and other field trips that are part of the curriculum, but all students may participate regardless of student or parent donation.
  9. Students at Bright Star Schools may have the opportunity to participate in additional optional field trips offered by the school that are *not* part of the curriculum, including the EOTY LEL (End of the Year Life Experience Lesson) field trips ("Non-Program Field Trips"). Non-Program Field Trips are not mandatory, are not part of the school's curriculum, and do not count toward course credit. Bright Star Schools may charge students and parents of students a reasonable fee for attendance at Non-Program Field Trips. Such attendance is entirely recreational and is not an "educational activity."
  10. Bright Star Schools may charge students a reasonable fee for the replacement of lost, damaged or unreturned school supplies, such as school ID cards or library late return fees.
  11. Bright Star Schools provides musical instruments for enrichment courses to students free of charge. At the end of the course, students may be provided the option to purchase a musical instrument at a discounted price in order to continue practice of the instrument at home. Such continued practice after the end of a course is not an "educational activity."
  12. Prior to student participation in school sports, Bright Star Schools may require parents to provide proof of a sports physical exam (pre-participation physical examination) to determine whether it is safe for a student to participate in a regular sport.
  13. Bright Star Schools offers sports programs and extracurricular activities to all students free of charge. Bright Star Schools may solicit voluntary donations of funds or services from students and parents of students to help fund sports programs and extracurricular activities, but all students are permitted to participate, and provided necessary supplies, regardless of student or parent donation.
  14. Bright Star Schools may charge students and parents of students a reasonable fee for optional attendance as a spectator at school-sponsored dances, "grad night", festivals, athletic events, plays or musicals, or other performances. Such attendance is entirely recreational and is not an "educational activity."
  15. Bright Star Schools may allow students to purchase optional items including school seals or patches, yearbooks, school pictures, logo clothing, or other items not required for a

student's education.

16. Students and parents of students will be provided a copy of this policy at the start of each school year as part of Bright Star Schools' Student and Family Handbook, which is also available on the schools' website.
17. Students, parents or guardians who believe they are being charged an impermissible fee under AB 1575 should contact the school Principal, and all complaints will be addressed pursuant to Bright Star Schools' Uniform Complaint Policy set forth in the Student and Family Handbook. In the event any complaint is found to have merit, Bright Star Schools will reimburse all affected students, parents and guardians.

## **Tobacco-Free School Policy**

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. Bright Star Schools ("Charter School" or the "Charter School") provides instructional programs designed to discourage students from using tobacco products. The Charter School Governing Board ("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 Charter School to provide a healthy environment for students and staff.

Charter School employees are expected to serve as models for good health practices that are consistent with these instructional programs.

In the best interest of students, employees, and the general public, the Charter School's 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 the Charter School or at a Charter School-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from Charter School. It also applies to any student while under the supervision and control of Charter School employees.

The products prohibited include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products.

This Policy does not prohibit the use or possession of prescription products, nicotine patches, nicotine gum or a nicotine replacement product or cessation aids that have been approved by the United States Food and Drug Administration.

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

The Principal or designee shall maintain a list of clinics and community resources that may assist employees who wish to stop using tobacco products.

The Principal or designee may disseminate this information through annual written notifications, district and school websites, student and parent handbooks, and/or other appropriate methods of communication.

Appropriate Charter School officials will monitor Charter School property and facilities for compliance with this Board Policy. The Principal shall develop and maintain procedures to resolve grievances that may result from alleged non-compliance.

Any Charter School employee or student who violates this Policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate. Any other person who violates this Tobacco-Free Schools Policy shall be informed of this Policy and asked to refrain from smoking. If the person fails to comply with this request, the Principal or designee may:

1. Direct the person to leave school property.
2. Request local law enforcement assistance in removing the person from the Charter School premises.
3. If the person repeatedly violates the Tobacco-Free Schools Policy, prohibit him/her from entering Charter School property for a specified period of time.

The Principal or designee shall not be required to physically eject a non-employee or non-student who is smoking or to request that the non-employee or non-student refrain from smoking under circumstances involving a risk of physical harm to the Charter School or any employee.

## Work Permits

Work permits must be presented to the school administration team for approval; requests will be approved if the student is in adequate academic standing.

## Mathematics Placement Policy

This Policy applies to High Schools only. This Policy of the Bright Star Schools (“Bright Star” or the “Charter School”) Board of Directors (“Board”) has been adopted to establish a fair, objective, and transparent protocol for placement in mathematics courses for students entering 9th grade, in order to ensure the success of every student and to meet the Legislative intent of the California Mathematics Placement Act of 2015.

1. In determining the mathematics course placement for entering 9th grade students, Bright Star systematically takes multiple objective academic measures of student performance into consideration, including:
  - a. Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”).
  - b. Placement tests that are aligned to state-adopted content standards in mathematics.
  - c. Classroom assignment and grades.
  - d. Final grade in mathematics on the student’s official, end of the year 8th grade report card.



- e. Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year as described in Section 2, below.
2. Charter School will provide at least one (1) placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress. All mathematics teachers responsible for teaching 9th grade students will assess the mathematics placements for each 9th grade student assigned to the teacher's mathematics class. The teacher's assessment will take into consideration factors which may include, but are not limited to, the student's classroom assignments, quizzes, tests, exams, grades, classroom participation, and any comments provided by the student, the student's parent/legal guardian, and/or the student's other teachers regarding the student's mathematics placement. Based on the assessment, the teacher will then recommend that the student remain in the current mathematics placement or be transferred to another mathematics placement, in which case the teacher shall specify the mathematics course or level recommended for the student.
3. The Charter School Principal, or designee, shall examine aggregate student placement data annually to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures included in Section 1 of this Policy are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. Bright Star shall annually report the aggregate results of this examination to the Bright Star Board.
4. Charter School offers clear and timely recourse for each student and the student's parent or legal guardian who questions the student's placement, as follows:
  - a. A parent/legal guardian of any 9th grade student may submit a written request to the Charter School Principal, or designee, that:
    - i. Requests information regarding how the student's mathematics placement was determined. Within five (5) days of receipt of the written request, the Charter School Principal or designee shall respond in writing to the parent/legal guardian's request by providing the information, including the objective academic measures that Charter School relied upon in determining the student's mathematics placement.
    - ii. Requests that the student retake the placement test, in which case the Principal or designee will attempt to facilitate the retest within two (2) weeks.
    - iii. Requests that the student retake the 8th grade end of course final mathematics assessment, in which case the Principal or designee will attempt to facilitate the retest within two (2) weeks.
    - iv. Requests reconsideration of the student's mathematics placement based on objective academic measures. Within five (5) school days of receipt of the written request, the Charter School Principal or designee shall respond in writing to the parent/legal guardian's request. The Principal or designee and the student's mathematics teacher must assess the objective academic measures provided by the parent in conjunction with the objective academic measures identified in Section 1 and 2 of this Policy. Based on this assessment, the Principal or designee must determine whether the most appropriate mathematics placement for the student is the student's current placement or another placement, in which case the Principal shall specify the mathematics course or level recommended for the student. The Principal or designee's response must provide the determination as well as the objective academic

measures that the Principal or designee relied upon in making that determination.

- b. Notwithstanding the foregoing, if the Principal or designee requires additional time to respond to a parent/legal guardian's request, the Principal or designee will provide a written response indicating that additional time is needed. In no event shall the Principal or designee's response time exceed one (1) month.
  - c. If, after reconsideration of the student's mathematics placement by the Principal or designee, the parent/legal guardian is dissatisfied with the student's mathematics placement, the parent/legal guardian may choose to sign a voluntary waiver requesting that the student be placed in another mathematics course against the professional recommendation of the Principal or designee, acknowledging and accepting responsibility for this placement.
5. Charter School shall ensure that this Mathematics Placement Policy is posted on its website.
  6. This Policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

## Safe Firearms Storage

The purpose of this notice is to inform and to remind parents and legal guardians of all students at MWA 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.

## **Annual Notices**

### **Section 504**

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

### **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.

### **Universal Meals**

The Bright Star Schools ("BSS" or the "Charter School") Governing Board (the "Board") recognizes that adequate nutrition is essential to the development, health, and learning of all students. The principal or designee shall facilitate and encourage the participation of students from low-income families in the Charter School's food service program.

Commencing with the 2022-23 school year, each Bright Star school site shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch meal each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

In accordance with Federal law and U.S. Department of Agriculture policy, Charter School does not discriminate on the basis of race, color, national origin, sex, age, religion, political beliefs, or

disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

## **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 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. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School’s charter and relevant policies.

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

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

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

Angelina Calderón, Vice President, Public Affairs  
[acalderon@brightstarschools.org](mailto:acalderon@brightstarschools.org)  
Bright Star Schools

Mailing Address 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
(323) 954-9957 x1023

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

## **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.

## **Animal Dissections**

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

## **Availability of Prospectus**

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

## **Cal Grant Program Notice**

The Charter School is required by state law to submit the Grade Point Average (“GPA”) of all high school seniors by Oct. 1 of each year, unless the student over age 18 years of age 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.

## Concussion/Head Injuries

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

## 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>

## Human Trafficking Prevention

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

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available on the school website, by request from the school Office Manager, and the school front office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

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

For resources and information on human trafficking, visit the Polaris website at:

<https://polarisproject.org/sex-trafficking>.

## 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.

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

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

## 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 Human Resources Department at [hrdepartment@brightstarschools.org](mailto:hrdepartment@brightstarschools.org) or (323) 954-9957 to obtain this information.

## 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 LAUSD Charter School Division. 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 student’s School Counselor

## Student Records, including Records Challenges and Directory Information

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

1. The right to inspect and review the student’s education records within 5 business days



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

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

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

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

Student Privacy Policy Office

U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202

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

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

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

care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by the Charter School; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed. “Directory Information” is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without a parent’s or eligible student’s prior written consent. The Charter School has designated the following information as directory information:

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

If you do not want the Charter School to disclose directory information from your child’s education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the Principal using the contact information listed in the contact information of this handbook. A copy of the complete Policy is available upon request at the main office.

## **Sudden Cardiac Arrest Prevention and Automated External Defibrillators**

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (“SCA”) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at Charter School, must review the information sheet on sudden cardiac arrest via the link below: <https://www.cde.ca.gov/pd/ca/pe/documents/pescaform.pdf>

## **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.

## **Administration of Medication**

Any student who is or may be required to take, during the regular school day, over-the-counter medication, or prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the designated Charter School personnel. In order for a student to be assisted by the designated Charter School personnel in administering medication, Charter School shall obtain both:

1. A written statement from the student’s authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and
2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that Bright Star assist the student in the matters set forth in the statement of the authorized health care provider.

All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider’s instructions by appropriately designated staff. A child MAY NOT have any medication in their lunch bag, backpack, etc.

Any medication that needs to be dispensed to a student during school hours is done through the front office. A child MAY NOT have any medication on their person or in their belongings. Prescription medication must be in the original container along with a copy of the doctor’s prescription and the schedule the school must follow. Written consent to administer any medication is required from a student’s parent/guardian. Students with significant injuries (e.g. those requiring casting, splinting, or crutches) should provide a doctor’s note regarding the level of activity the student can engage in and/or any restrictions. No over the counter medication will be given without a parent’s written consent.

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

### **Definitions**

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

### **Foster Youth**

Means any of the following:

1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code (“WIC”).
2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
3. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:

- a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
  - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
  - c. The nonminor is participating in a transitional independent living case plan.
5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.<sup>11</sup>
  6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

## **Former Juvenile Court School Student**

Means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.

## **Child of a Military Family**

Refers to a student who resides in the household of an active duty military member.

## **Currently Migratory Child**

Refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

## **Newcomer pupil**

*is* a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.

## **Educational Rights Holder ("ERH")**

means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.

## **School of origin**

means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the

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<sup>11</sup> The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

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

## **Best interests**

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

## **Partial coursework satisfactorily completed**

includes any portion of an individual course, even if the student did not complete the entire course.

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

## **Foster and Mobile Youth Liaison**

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

Marni Parsons, VP of Student and Family Services, Bright Star Schools

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
[mparsons@brightstarschools.org](mailto:mparsons@brightstarschools.org)  
323-954-9957 x 1004

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

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

## **School Stability**

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

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re enrollment in the

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

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

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

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

## **Graduation Requirements**

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

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

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the

student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

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

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

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

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

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

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

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

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

1. Consult with the student and ERH of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with



the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.

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

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

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

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

- 1) Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
- 2) Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter

School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

- 3) If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
  - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
  - ii. Upon the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

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

## **Acceptance of Course Work**

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

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

## **Student Records**

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

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a

decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

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

## **Discipline Determinations**

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

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

## **Complaints of Noncompliance**

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available at our website <https://www.brightstarschools.org>.

## **Reporting Requirements**

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

## **Availability of Complete Policy**

For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

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

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

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or

a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

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

## **School Liaison**

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

Marni Parsons, VP of Student and Family Services, Bright Star Schools

Mailing Address: 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
[mparsons@brightstarschools.org](mailto:mparsons@brightstarschools.org)  
323-954-9957 x 1004

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

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

8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

## **Housing Questionnaire**

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

## **School Stability**

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

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

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

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

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian<sup>12</sup> in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on nonschooldays, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

## High School Graduation Requirements

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

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

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

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

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

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<sup>12</sup> "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

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

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

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

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

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

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

1. Consult with the student and the ERH of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the ERH for the student.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student **is not reasonably**

**able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5<sup>th</sup>) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the student's ERH regarding all of the following:

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

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

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



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

## **Reporting Requirements**

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

## **Acceptance of Course Work**

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

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

## **Complaints of Noncompliance**

A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

## **Availability of Complete Policy**

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

## **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:

<p><b>TK/K-12 Admission</b></p>	<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>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 the 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>
<p><b>Entering 7<sup>th</sup> Grade</b></p>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose          Varicella (chickenpox) - Two (2) doses</p> <p>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>

## Mental Health Services

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

### Available on Campus

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached by calling your school's main phone number. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary. Our Charter School has a variety of partners who provide school based mental health services during school hours.
- Special education services – if you believe your child may have a disability, you are

encouraged to directly contact your schools Principal on the schools main phone line to request an evaluation.

- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact your School Counselor or Office Manager.

## Available in the Community

- Didi Hirsch Mental Health Services - transforms lives by providing quality mental health care and substance use treatment in communities where stigma or poverty limit access. Phone: 888-807-7250 Website: <http://didihirsch.org/>
- Phoenix House - is a nonprofit drug and alcohol rehabilitation organization. Programs serve individuals, families and communities affected by substance use and dependency. Phone: 888-671-9392 Website: <https://www.phoenixhouse.org/>
- KoreaTown Youth and Community Center - KYCC is a multi service organization supporting children and their families in the areas of education, health, housing and finances. Phone: 213-365-7400 Website: <https://www.kyccla.org/>

## 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.

# Pregnant and Parenting Students

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

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

school.

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

Angelina Calderón, Vice President, PublicAffairs  
[acalderon@brightstarschools.org](mailto:acalderon@brightstarschools.org)  
Bright Star Schools

Mailing Address 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
(323) 954-9957 x1023

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

## 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.

## 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.

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

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

## Cancer Prevention Act

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

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

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

## Diabetes

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

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

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

## 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), 2) the California Dream Act Application, or 3) an opt-out form, 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.

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

## 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 reoccur.

## **Lost or Damaged School Property**

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

## **School Safety Plan**

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

## **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.

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

## **Uniform Complaint Procedure (“UCP”)**

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

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

Complaints of noncompliance with laws relating to pupil fees may be filed with the Principal or



the Compliance Officer identified below.

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

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 no longer fall under the UCP. Instead they are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 no longer fall under the UCP. Instead they are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

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

Angelina Calderón, Vice President, Public Affairs  
[acalderon@brightstarschools.org](mailto:acalderon@brightstarschools.org)  
Bright Star Schools

Mailing Address 5101 Santa Monica Blvd Ste 8, PMB 93, Los Angeles, CA 90029  
(323) 954-9957 x1023

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

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

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

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the

Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

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

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

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

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

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

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

# Use of Student Information Learned from Social Media

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

## Accidents

The school cannot assume liability for injuries sustained on the school premises. To avoid accidents, the following are forbidden at all times:

1. Playing and/or running in unsupervised areas or around staircases.
2. Riding bicycles, skateboards, roller blades, any shoes with wheels, or a wheeled type vehicle on campus.
3. Playing with any non-school-sanctioned object.
4. No animals are allowed on any school property at any time except for service dogs or those requested by teachers for a specific class.
5. Any other behavior which is likely to cause injuries.

Whenever an accident occurs on campus, our staff is trained to administer basic first aid and document the details of an incident in an injury report.

If the injury is serious and warrants immediate medical attention, a parent will be notified immediately. Please make sure that we have the most current contact information on file in the office.

For minor injuries, a parent/guardian will be notified by phone with consent from the student. School staff will initiate the call, explain the injury, and then put the student on the line. We ask that parents comfort their child by phone but refrain from coming to the school unless asked by the staff. If a student/he declines a call, the injury report will be sent with the student.

## Insurance Claims

Please bring to the attention of the school an insurance claim filed for any school related student injury as soon as possible.

## Physical Education

Students enrolled in a physical education class, fitness class, and/or other activity who have a medical condition that will impact their ability to engage in activities should provide documentation from a medical professional. School staff will work with the student, family, and medical professionals as appropriate in order to create adapted and/or alternative activities.

At Bright Star Schools, we take preparing for emergencies very seriously. While we hope we never have to execute our plans, we do want to make sure students and staff are well prepared for any emergency that may occur on campus.

## School Safety Plans

School Safety Plans are documents that outline various school safety topics and emergency procedures. These documents are updated annually.

### Drills

In order to practice the procedures that have been laid out in the School Safety Plans, each school is required to complete at least one drill a month. Over the course of the school year, our elementary and middle schools will complete 15 emergency drills (9 fire, 3 lockdown, 3 earthquake) and our high schools will complete 9 emergency drills (3 fire, 3 lockdown, 3 earthquake). Because we believe it is important to consistently practice these procedures we have voluntarily decided to hold more drills than is required by the state of California.

### Emergency Supplies

In the event of a true emergency or natural disaster, we have enough food and water stored on campus to sustain all students and staff for at least 3 days. Each school also has a large search and rescue kit, a first aid kit, and an AED (automated external defibrillator) stored in the main office. Every classroom has a red binder containing emergency procedures and student rosters along with an emergency bucket that contains supplies that can be used in lockdown situations.

### Parent Communication in an Emergency

Parents **should not** telephone the school during a disaster. This will tie up the phones and prevent the school from dialing out or receiving important calls related to emergency information and response teams. Listen to your radio or watch your TV for the latest developments. Each school will also send out a ParentSquare message with updates. When it is safe to come pick up students, parents will be directed to the appropriate pick-up area. All faculty and staff will be present to help, guide, and direct.

Be sure to keep all school emergency contact information current each year. Let the school know if there are any changes in phone numbers, home, mobile, and work, as well as who is allowed to pick up your child in an emergency.

### During Non-School Hours

In case of a local, regional or national emergency occurring during non-school hours, Bright Star Schools will follow Los Angeles Unified School District policy with regards to opening and closing the school after an emergency. Families will be updated via Parentsquare.

### During School Hours

In case of an emergency (i.e. earthquake) during school hours, including emergencies where lockdown of the school site is required, we are well prepared. The faculty has had in-service training and has reviewed procedures, which address, very clearly, activities and guidance for students during an emergency. Each teacher has a copy of the procedures for various types of emergencies in their classrooms. A copy is available for review in the school office.

## Reporting Child Abuse

All Bright Star employees are mandated reporters under California Penal Code Section 11166. This law requires school employees to report any reasonable suspicion of child abuse or neglect to the local police department, sheriff's department, or county welfare office. In addition, Bright Star employees take special precautions when working with children to avoid situations that could be interpreted as potentially abusive.

Employees are trained to never be alone in a room or a car with a student. If you ever become aware of any of the employees violating either of these procedures, please inform your site administrator immediately.

## Suicide Prevention Policy

In accordance with AB 2246, Bright Star School's recognizes that it is the duty of the district and schools to protect the health, safety, and welfare of its students, Bright Star Schools aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss.

Bright Star School's Suicide Prevention Policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors.

In an attempt to reduce suicidal behavior and its impact on students and families, we have developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

To review the Suicide Prevention Policy in its entirety, please visit <https://www.brightstarschools.org>

## Fever/Sickness

Students that have a temperature of 100 degrees or high will need to be picked up immediately. Students with a temperature of 99-99.9 degrees will be closely monitored. If the student has other symptoms or is lethargic, families will be notified to pick up the student. Students must be 24 hours free of fever (100 degrees or high) without any medication before they are allowed to return to school. Students entering campus after being sent home with a fever will be closely monitored for increase in temperature.