



# **STELLA MIDDLE CHARTER ACADEMY**

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A BRIGHT STAR SCHOOL

**2026-2027**

**Student and Family Handbook**

# STELLA COMMITMENTS



## BE SAFE

I commit to keeping myself and others safe.



## BE INCLUSIVE

I commit to leaving no community member behind.



## SEEK DIVERSITY

I commit to seeking diversity of perspective.



## BE KIND

I commit to speaking to the person, not about the person.



## BE THOUGHTFUL

I commit to speaking from my heart, but using my head.



## WORK HARD

I commit to working the Compass.



## BE ACCOUNTABLE

I commit to walking my talk.



## BE BRAVE

I commit to showing up with valor.

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# School Staff

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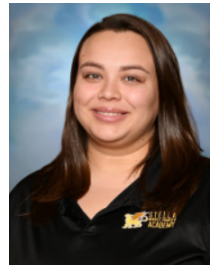
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IMAGE  
COMING  
SOON

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IMAGE  
COMING  
SOON

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|                                                                                                                                                                                                                     |                                                                                                                                                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

## General Information

### School Information

Stella Middle Charter Academy  
5th grade - 8th grade  
4301 W. Martin Luther King, Jr. Blvd  
Los Angeles, CA 90008  
Phone: (323) 406-7155

### Office Hours

Office hours refer to the hours an operator is available to take your call. If you call during non-office hours, please follow the recorded directions and leave a message, and we will return your call in a timely manner. Additionally, please check our website ([www.brightstarschools.org](http://www.brightstarschools.org)) for general information. Office hours are 7:30 am - 4:00 pm. Families are also encouraged to download the Parent Square app where they will receive all school announcements and can communicate with all school personnel.

### Arrival and Dismissal

Bright Star Schools campuses will be open each morning with sufficient time for students to be dropped off or walk to school. All parents should refer to our bell schedule to have a plan and allow sufficient time for students to arrive at school on time. All parents should refer to our traffic plan for student pick up procedures. All parents must also have a plan for their child each day afterschool so that a student is either getting picked up, walking home, or staying after school for a supervised activity. For the safety of all students, loitering outside of campus is not permitted.

## 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 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. Students will not be allowed to leave campus before the end of the ASES program..

## 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 must line up at the beginning of their grade's lunch period in order to ensure ample time to consume their food. If a student does not wish to participate in the food program, they may bring a healthy breakfast or lunch from home. We do not allow students to bring chips, candy, items containing high-fructose corn syrup, or any beverage other than water.

## School Supplies

In order to do well at school, students must bring their school supplies every day. School supplies include a backpack, notebook(s), pencil(s), pen(s), and any other required supplies.

## Textbooks

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

## Novels

Bright Star Schools will provide each student with a copy of all required readings. If students use a Bright Star issued text, s/he will not be allowed to mark in or keep the text. If that novel is lost or damaged, it is the student's responsibility to replace it.

## Closed Campus

All Bright Star Schools are closed campuses. Students are not permitted to leave during school hours without being properly signed out by an authorized adult.

Authorized adults (18 years or older) must be listed on the student's emergency card to sign-out the student (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.

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.

## Parental Support of Technology

Parents of Bright Star students should monitor the use of all technology. We request the support of all families to prevent any negative or harmful use of computers, electronic devices, social media, and/or any other means of communication.

## Photography/Video Taking

Taking pictures or videos on campus is prohibited at all times, except when expressly pre-authorized by a school administrator, while on school grounds. Students who violate this are subject to appropriate disciplinary actions.

## School Calendar

### ✧ ✧ **Bright Star Schools 2026-2027 Academic Calendar** ✧ ✧

**August 2026**  
8/3 & 8/4: New Teacher PD  
8/5 - 8/11: BOTY PD  
**8/12: First Day of School**

**September 2026**  
9/4: Pupil Free Day, BSS PD  
9/7: Holiday - Labor Day

**October 2026**  
10/12-10/16: Fall Break, No School  
10/19: Pupil Free Day, BSS PD

**November 2026**  
11/11: Holiday - Veteran's Day  
11/23-11/27: Thanksgiving Break

**December 2026**  
12/10-12/11: Principal Winter Retreat  
12/21: Leadership Teams Retreat  
12/21-1/1: Winter Break

**January 2027**  
1/4: Pupil Free Day, BSS PD  
1/18: Holiday - MLK Day

**February 2027**  
2/15: Holiday - President's Day

**March 2027**  
3/22-3/26: Spring Break  
3/31: Holiday - Cesar Chavez Day

**April 2027**  
4/12: Pupil Free Day, BSS PD

**May 2027**  
5/31: Holiday - Memorial Day

**June 2027**  
**6/4: Last Day of School**  
6/4: Last day for T&C  
6/7-6/11: Window for LELS  
6/14-6/17: Leadership Teams Retreat & Teacher Leadership Institute  
6/18: Holiday - Juneteenth

| AUGUST               | SEPTEMBER            | OCTOBER              | NOVEMBER             |
|----------------------|----------------------|----------------------|----------------------|
| 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                    | 1 2 3 4 5            | 1 2 3                | 1 2 3 4 5 6 7        |
| 2 3 4 5 6 7 8        | 6 7 8 9 10 11 12     | 4 5 6 7 8 9 10       | 8 9 10 11 12 13 14   |
| 9 10 11 12 13 14 15  | 13 14 15 16 17 18 19 | 11 12 13 14 15 16 17 | 15 16 17 18 19 20 21 |
| 16 17 18 19 20 21 22 | 20 21 22 23 24 25 26 | 18 19 20 21 22 23 24 | 22 23 24 25 26 27 28 |
| 23 24 25 26 27 28 29 | 27 28 29 30          | 25 26 27 28 29 30 31 | 29 30                |
| 30 31                |                      |                      |                      |
| 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            | 1 2                  | 1 2 3 4 5 6          | 1 2 3 4 5 6          |
| 6 7 8 9 10 11 12     | 3 4 5 6 7 8 9        | 7 8 9 10 11 12 13    | 7 8 9 10 11 12 13    |
| 13 14 15 16 17 18 19 | 10 11 12 13 14 15 16 | 14 15 16 17 18 19 20 | 14 15 16 17 18 19 20 |
| 20 21 22 23 24 25 26 | 17 18 19 20 21 22 23 | 21 22 23 24 25 26 27 | 21 22 23 24 25 26 27 |
| 27 28 29 30 31       | 24 25 26 27 28 29 30 | 28                   | 28 29 30 31          |
|                      | 31                   |                      |                      |
| 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                | 1                    | 1 2 3 4 5            |                      |
| 4 5 6 7 8 9 10       | 2 3 4 5 6 7 8        | 6 7 8 9 10 11 12     |                      |
| 11 12 13 14 15 16 17 | 9 10 11 12 13 14 15  | 13 14 15 16 17 18 19 |                      |
| 18 19 20 21 22 23 24 | 16 17 18 19 20 21 22 | 20 21 22 23 24 25 26 |                      |
| 25 26 27 28 29 30    | 23 24 25 26 27 28 29 | 27 28 29 30          |                      |
|                      | 30 31                |                      |                      |



# Family Communication

## School Appointments

To meet with an administrator, parents should make arrangements by calling the school office during the above noted office hours. Appointments with teachers 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 message via ParentSquare or email for an appointment. You can also leave a voice message with the office for a written or phone reply. Messages will be returned during the teacher's planning time or after school.

## Visiting Campus

Bright Star Schools has an "open door" policy for all parents/guardians of currently enrolled students to visit their 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. The school reserves the right to refuse admission. A visitor's pass may be picked up from the main office.

## Family Communication

SMCA publishes a monthly family newsletter or calendar that provides regular updates on all school events and issues, shared monthly via ParentSquare. Parents/guardians have access to their student's academic information online via Aeries. Each family will receive log-in information from the school to gain access. Information available to families includes: current class schedule, attendance, assignments, test scores, and grades. This access should be utilized on a regular basis, at least weekly, to assist families in monitoring their students' progress and success.

A weekly Dean's List report is sent home each Friday via ParentSquare (in paper copy per request), containing both students' grades and behavior information. We request that parents/guardians use these reports to facilitate a conversation with their student, reflecting on their behavior and progress in classes. Behavioral concerns can be addressed to teachers as well as the Dean of Restorative Practices or an Assistant Principal.

## Requesting Student Records

Any request for student records must be submitted in writing to the school's main office. Records can be reviewed, upon request, in the office. Copies of academic progress records will be sent home throughout the year. Requests for copies of cumulative records and/or transcripts will be met within five business days.

## Academic Policies

### Classwork & Homework

Classwork should be completed during class and may be assigned as homework if not completed. All students should write down their homework if given. Homework may be given at teacher discretion but will be ungraded due to academic integrity. Homework serves several purposes:

1. To give students time to practice the skills and concepts learned in class.
2. To provide students practice in self-discipline and time management.
3. To develop independent study habits that will prepare them to study independently in college.

When a student is absent, it is the responsibility of the student to gather assignments from a classmate, check Google Classroom, and/or to make an appointment or attend tutoring in order to meet with each teacher. A reasonable due date for this make-up work will be given.

### i-Ready

We utilize the i-Ready program to support our students with reading and math skills. All students will take the diagnostic exam three times a year as a benchmark to measure their growth on reading ELA and math standards. Additionally, as a computer-adaptive program, i-Ready caters the work to students' just right level. Teachers utilize i-Ready's detailed reports regarding student progress in order to deliver tailored intervention lessons and inform classroom instruction. All students will have an intervention block that is embedded into the school day in order to achieve 45 minutes of time-on-task per subject per week with 70% accuracy in order to push their academic growth. i-Ready serves as a predictor for how students will do on standardized state testing, while also giving students the practice and lessons to grow in their areas of need. iReady is also used to determine if a student needs Small Group Instruction (SGI) through our after-school tutoring program.

### Promotion

In order to advance to the next grade level, students must earn a GPA of 2.5 on grade level standards. (Students with IEPs have a CCA expectation of 2.0). Additional intervention support during the school day or after school may be required or students who are not on target to achieve a 2.5. Students who do not achieve a 2.5 by the end of the year may have to attend summer school and/or remedial programming in order to demonstrate meeting grade level standards. Promotion requirements are communicated to students and families at the beginning of each school year.

## Special Education

Promotion for students with disabilities, who either have active Individualized Education Plans (IEPs) or 504 plans, are differentiated based on student needs. Promotional criteria are created jointly by both parents and school staff and are written into the student's IEP or 504 plans annually as appropriate.

## Student Support and Progress Team (SSPT)

A Student Support and Progress Team (SSPT) is formed for students who are at risk of repeating a grade level or for students who may need social, emotional, or behavioral intervention supports. SSPTs are held throughout the year in order to continuously determine the appropriate supports the student may need. An SSPT consists of the student, family, and school staff. This team is invited to engage in identifying the lagging skill a student may have and to plan interventions to support student success. 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/Culmination Ceremonies

We are excited to celebrate our culminating eighth graders at the end of each year and invite their family to attend our culmination ceremonies. We reward students culminating with diplomas and recognize a variety of student achievements. The culmination ceremony is available to students who meet SMCA's academic and behavioral expectations.

## Uniform Policy

Bright Star Schools are schools of choice. In order to facilitate and maintain an effective, healthy and safe learning environment, the staff and parents of Bright Star Schools have developed a uniform dress code policy for Stella Middle Charter Academy. The purpose of this dress code policy is to prepare students for their futures 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 and on field trips.

Student clothing should be in good repair and of appropriate size. Clothing should not be excessively large nor tight. Clothing should not contain any pattern, design, or logo that is disruptive or inappropriate, vulgar, violent, or discriminatory. Students should dress in a way that is appropriate to the learning environment and is safe.

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 conforming clothing at Faith Uniforms located at 5723 Main St, Los Angeles, CA 90037. However, students are not required to purchase conforming clothing through Cambridge Uniforms. Schools will provide more information and/or website.

## Dress Code Compliance

No student shall be sent home from school or denied attendance to school, 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, Vice President of Student and Family Services, at 323-954-9957 ext. 3004.

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.

## Uniform

| Item      | Policy                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Top       | Polo-collar shirts with or without Bright Star Schools emblem is required for all schools. <ul style="list-style-type: none"><li>• 5th grade is Baby Blue</li><li>• 6th grade is Navy Blue</li><li>• 7th grade is Light Gray</li><li>• 8th grade is White Polo and Black Sweater</li></ul>                                                                                                                               |
| Bottoms   | Khaki in color, professional fit without distressing, fashion rips or designs. No jeans, sweatpants or stretch style pants. Must be worn at the waist and remain at the waist if belt is removed.                                                                                                                                                                                                                        |
| Outerwear | Monday – Thursday: Must be the Grade Level solid color only, with or without Bright Star Schools or SMCA logo. BSS or SMCA sweatshirts from past years will be allowed only if they match the Grade Level uniform color. <ul style="list-style-type: none"><li>• 5th grade is Baby Blue</li><li>• 6th grade is Navy Blue</li><li>• 7th grade is Light Gray</li><li>• 8th grade is White Polo and Black Sweater</li></ul> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                     |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Friday: College shirt and crewneck sweatshirt Day</p> <p>Students are permitted to wear sweatshirts that represent an accredited college or university. If a student opts not to wear a college sweatshirt then all approved BSS outerwear will be allowed. Hooded sweatshirts are not permitted. On rainy days, students may wear rain jackets or windbreakers outdoors or use an umbrella.</p> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Free Dress Days

Free Dress Days may be awarded to individual students, homerooms, and/or grade levels throughout the year. Students must be granted permission for free dress, and still maintain professional attire. Free Dress Days are a privilege, and those who choose not to adhere to the dress code policy will be lent uniforms.

## 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.
  - Items should be free of slogans, text, or images printed across the back/seat area.
- 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 indoors except in the case of a religious or cultural exemption.

## Cell Phone Policy

Recognizing that some parents/guardians may want their student to carry a cell phone, students are permitted to bring a phone to school; however, cell phones must remain completely out of sight and silenced during the entire school day, including lunch, passing periods, testing, and school sponsored after school activities. **Cell phone use is strictly prohibited during all testing sessions.** If a cell phone is visible or used during the school day or school sponsored activities, school staff may confiscate the phone at their discretion. Confiscated phones may be picked up at the end of the school day. If not picked up within this time frame, the school will not be responsible for, or investigate, any claims of lost or stolen phones.

# Restorative Practices and Commitments

## Restorative Practices

Restorative practices is a social science that studies how to build social capital and achieve social discipline through participatory learning and decision-making.

The use of restorative practices helps to:

- Reduce violence, bullying, and crime
- Improve human behavior
- Strengthen civil society
- Provide effective leadership
- Restore relationships
- Repair harm

## Compass

Compass is the socioemotional learning program used at SMCA that helps highlight the fact that we are not just teaching students, we're teaching human beings.

Compass focuses on engaging students, and the community that supports them, in comprehensive human development, which is essential to their, and our, collective success. While "Working the Compass" represents each individual's commitment to comprehensive human development, it is essential that the community, as a whole, be creating the relational foundation to support that growth. Without a foundation of relational safety and trust it is impossible for individuals to thrive or grow. This communal aspiration is captured in the Stella Commitments, which represent the relational or moral agreements we make to each other as members of the SMCA community. These Commitments are the foundational agreements upon which the Compass Circle practice is built.



## 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 July 17, 2026

|                                                                       |           |
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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. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.
5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:
  - a. To access services from a victim services organization or agency.
  - b. To access grief support services.
  - c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator.

"Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. 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).
7. Authorized at the discretion of the Principal, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
8. 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.

9. 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
10. 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.
11. 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.
12. Attendance at the student's naturalization ceremony to become a United States citizen.
13. 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.
14. 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.
15. 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.
16. 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 absences:** 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) school 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.

*"School day"* means any day that pupils in kindergarten or any of grades 1 to 12, inclusive, are present at a school site 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 school day, 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.

Pursuant to state law, each Charter 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 school day.

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

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

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

mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

Charter School is an equal opportunity provider.

## **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. 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.

- For the purposes of administering epinephrine delivery systems, this also includes a holder of an Activity Supervisor Clearance Certificate who has specifically volunteered to administer epinephrine delivery systems to a person if the person is suffering, or reasonably believed to be suffering, from anaphylaxis, or employees of a childcare program [MB1] operated by or under contract with Charter School, who have volunteered, received training, and are subject to liability limitations pursuant to Section 1596.7985 of the Health and Safety Code.

#### 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 delivery system**

Means a disposable delivery device system 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.

## **Childcare program**

Means a state or federally subsidized childcare program operated by, or under contract with, the local educational agency, including, but not limited to, a California state preschool program or Head Start program pursuant to Chapter 2 (commencing with Section 8200) of Part 6 of Division 1 of Title 1, or a childcare program, including, but not limited to, general childcare and development programs pursuant to Part 1.8 (commencing with Section 10207) of Division 9 of the Welfare and Institutions Code.

# **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 epinephrine delivery system 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 epinephrine delivery system 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 epinephrine delivery system to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction at school or a school activity or program operated by or under contract with Charter School. Charter School will ensure that, at a minimum, it has the appropriate doses of available epinephrine delivery systems for the ages and weights of individuals at the schoolsite and those participating in any childcare program operated by or under the control of Charter School and stored in an accessible location to meet the needs of its students. Charter School will ensure

staff properly store, maintain, and restock the epinephrine delivery systems as needed.

Charter School will ensure any designated personnel are appropriately trained regarding the storage and emergency use of an epinephrine delivery system. 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 epinephrine delivery systems.
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 which epinephrine delivery system to use,, which shall include consideration of the age of the person suffering or reasonably believed to be suffering, from an anaphylactic reaction as a guideline of equivalency for the person's 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 epinephrine delivery systems.

Charter School will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine delivery system 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 epinephrine delivery systems 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 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.

Students 12 years and older may carry fentanyl test strips and a federally approved opioid antagonist for over-the-counter use at a schoolsite or while participating in school activities.

## **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.

***The Acceptable Use Agreement is subject to change without prior notice. For the most current version, please visit our website at [brightstarschools.org](http://brightstarschools.org).***

## **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 device 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 main office of your school site 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.
- 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.
  - **Cost of broken LCD: \$45**
  - **Cost of broken keyboard and touchpad: \$50**
  - **Cost of broken or lost chargers: \$20**
  - **Brand new Chromebook damaged beyond repair or lost (First year): Full replacement cost**
  - **Older Chromebook damaged beyond repair or lost (2 years or Older): \$200**

## 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) business 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) business 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) business days of the date of the written Level One response or, if no response was received, within twenty (20) business 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) business 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) business 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) business days of the date of the written Level Two response or, if no response was received, within twenty (20) business 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) business 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) business 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 (“Bright Star”) to address sex discrimination, including but not limited to sexual harassment, occurring within Bright Star’s education programs and activities.

Bright Star 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>

This Policy applies to conduct occurring in Bright Star’s education programs or activities 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 Bright Star 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 Bright Star Title IX Coordinator, the Assistant Secretary 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 Bright Star.

### Prohibited Sexual Harassment

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

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

Under California Education Code section 212.5, “sexual harassment” means 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,

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<sup>1</sup> Bright Star 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.

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 Bright Star.

Examples of conduct that may fall within the Title IX or 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 an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in Bright Star's education program or

activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Bright Star investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in Bright Star's education program or activity.

**Party** means a complainant or respondent.

**Respondent** means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

**Supportive Measures** are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to Bright Star's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Bright Star's educational environment, Bright Star or deter sexual harassment.

## 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:

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 Bright Star's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination, formal complaints of sexual harassment, and inquiries about the application of Title IX to Bright Star, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

## Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within Bright Star's education program or activity.

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 Chief 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. Bright Star 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**

Bright Star 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.

### **Response to Sexual Harassment**

Bright Star will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

Bright Star’s response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

### **Supportive Measures**

Once notified of sexual harassment or allegations of sexual harassment occurring in Bright Star’s education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: Counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Bright Star will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair Bright

Star's ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

## **Grievance Procedures**

### **Scope and General Requirements**

Bright Star has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with Bright Star's Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Bright Star requires that any Title IX Coordinator, Investigator, Decisionmaker, and any person designated by Bright Star to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Bright Star will treat complainants and respondents equitably. Bright Star presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

Bright Star may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Bright Star allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by Bright Star, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing. Bright Star will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

### **Dismissal**

Bright Star must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX, even if established as true;
- Did not occur in Bright Star's education program or activity; or
- Did not occur against a person in the United States.

Bright Star may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

- The respondent is no longer enrolled or employed by Bright Star;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent Bright Star from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) thereof simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable Bright Star policy.

### **Notice of the Allegations**

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- Bright Star's grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the Bright Star parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that Bright Star prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

### **Emergency Removal**

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

Bright Star may remove a respondent from Bright Star's education program or activity on an emergency basis, in accordance with Bright Star's policies, provided that Bright Star undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal, and in accordance with student involuntary removal requirements under state law.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

### **Informal Resolution**

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under Bright Star's Title IX grievance procedures, Bright Star may offer an informal resolution process to the parties. Bright Star will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, Bright Star will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;

- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

### **Investigation**

In most cases, a thorough investigation will take no more than thirty (30) business days. Bright Star has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment 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, considered, Bright Star or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Bright Star obtains that party's voluntary, written consent to do so for these grievance procedures Bright Star; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, Bright Star will send to each party and the party's representative, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

### **Determination of Responsibility**

Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

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 after Bright Star sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of fact supporting the determination;
- The conclusions regarding the application of Bright Star's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that Bright Star provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **Appeals**

Either party may, within five (5) business days of their receipt of Bright Star's written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the CEO Chair of the Bright Star Board of Directors, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. If the complaint is about the CEO, then the appeal should be submitted to the Chair of the Bright Star Board of Directors, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or Bright Star's dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

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 business days of notice of the appeal; and 4) within fifteen business days of the appeal, provide a written decision simultaneously 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, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including disenrollment from Bright Star or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by Bright Star.

**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 Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process Bright Star will receive Title IX training and/or instruction concerning sexual harassment as required by law.

**Recordkeeping**

Bright Star will maintain the following records for at least seven years:

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

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

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

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

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

### **To be completed by Bright Star:**

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 any combination of those 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>2</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.

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<sup>2</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."

- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

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

- Placing a reasonable student <sup>3</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

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<sup>3</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.

- recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - “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):

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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. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from BSS.**

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

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

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

**To be completed by BSS:**

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

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

Follow up Meeting with Complainant held on: \_\_\_\_\_  
4881-1452-0525, v. 1

# 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>4</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>4</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. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.
- 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. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that
- 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.

## **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 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.

## **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 and not all complaints fall under the scope of the UCP. Complaints arising from the employment relationship are separately addressed by Charter School's employment policies. Many concerns, including classroom assignments, grades, graduation requirements, hiring and evaluation of staff, homework policies and practices, student advancement and retention, student discipline, student records, the Brown Act, and other general education requirements are not UCP complaints. Charter School, however, may use these complaint procedures to address complaints not covered by the UCP at its sole discretion. Only allegations within the subject matters falling within the UCP can be appealed to the California

Department of Education (“CDE”).

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include the following:

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, sexual orientation, or any combination of those characteristics, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics or any combination of those characteristics in any Charter School program or activity. In accordance with 5 C.C.R. 4611, employment discrimination complaints are not subject to the UCP. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code sections 243(a) or 244(a).
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education Programs;
  - Career Technical and Technical Education and Training Programs;
  - Child Care and Development Programs;
  - Migrant Child Education Programs;
  - Consolidated Categorical Aid Programs;
  - Education or 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;
  - Regional Occupational Centers and Programs; and/or
  - State Preschool Programs;
  - Every Student Succeeds Act;
  - School Plan for Student Achievement
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. Complaints regarding pupil fees, local control and accountability plans ("LCAP"), or noncompliance with Education Code sections 243 or 244 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 the respective applicable laws.
  - 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.

Charter School acknowledges and respects every individual's right 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 CEO 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 CEO or designee shall ensure that the compliance officer(s) designated to investigate complaints is knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the CEO or designee.

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

## Confidentiality and Non-Retaliation

Charter School will ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, or bullying remains confidential as appropriate.

## 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 CEO or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the CEO or designee shall be made in writing. The period for filing may be extended by the CEO 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 CEO 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, and subsequent related actions to the extent required by oversight agencies.

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, LCAP, or noncompliance with Education Code sections 243 or 244 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.

Upon receipt of a complaint, the compliance officer will evaluate the complaint to determine whether it is subject to this UCP and will notify the complainant within five (5) business days if the complaint is outside the scope of this UCP.

## **Step 2: Mediation (Optional)**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of 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 allow the mediator access to related confidential information.

The mediator will arrange for both the complainant and Charter School to present relevant evidence. The compliance officer (or designee) will inform the complainant that the mediation process may be terminated at any time by either Charter School or complainant, in which case the complaint will proceed directly to an investigation. 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.

To investigate the complaint, the compliance officer shall have access to applicable Charter School records and/or information related to the complaint. As part of the investigation, the compliance officer will do all of the following, in any order:

- Provide an opportunity for the complainant or complainant's representative and Charter School's representative to present evidence or information relevant to the complaint or investigative process.
- Obtain statements from individuals/witnesses who may provide relevant information concerning the alleged violation.
- Review documents that may provide information relevant to the allegations.
- When necessary, seek clarification on specific complaint issues.

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 due to 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 of the complaint 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 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 CEO 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.

If Charter School fails to issue an investigation report within the required sixty (60) calendar day timeline, a party to a written complaint of prohibited discrimination may appeal directly to the SSPI. The complaint must provide evidence supporting the basis for direct filing and explain why immediate action is necessary.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

Appeals of decisions regarding discrimination, harassment, intimidation, and/or bullying, and regarding provision of accommodations to lactating students should be sent to:

California Department of Education  
Education Equity UCP Appeals Office  
1430 N Street  
Sacramento, CA 95814  
916-319-8239

Appeals of decisions regarding LCAP should be sent to:

California Department of Education  
Local Agency Systems Support Office  
1430 N Street  
Sacramento, CA 95814  
916-319-0809

Appeals of decisions regarding pupil fees or all other educational program complaints should be sent to:

California Department of Education  
Categorical Programs Complaints Management Office  
1430 N Street  
Sacramento, CA 95814  
916-319-0929

## 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.

Complainants alleging a violation of Education Code section 220, 243, 244, 51500, 51501, or 60044, may seek civil remedies after sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The waiting period 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, 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

# 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 the 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 the Executive Director or designee denies a parent/guardian or eligible student's request to amend an education record, the parent/guardian or eligible student may, within thirty business (30) days of the denial, request in writing that the parent/guardian 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. 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.

#### **Parent/Guardian or Eligible Student Rights at the Hearing**

- To present information and evidence concerning a clerical or recording error in the education record which needs to be corrected. The hearing is not an opportunity to review substantive decisions by BSS concerning evaluation of academic work or outcomes of disciplinary proceedings.
- To have the hearing adjudicated by a hearing entity that does not have a direct interest in the outcome of the hearing;
- To be advised by one or more individuals, including counsel at their own expense;
- To have a full and fair opportunity to present evidence concerning requested corrections to the education record;
- To receive, within a reasonable period of time after the hearing, but not more than thirty (30) business days, a written decision based solely on the evidence provided at the hearing. The decision will include a summary of evidence and reasons for the decision; and
- To submit a statement into the student's education record commenting on the

contested portion of the record which will be provided to any person who later views that portion of their education record, if the amendment is denied.

### **BSS Rights and Responsibilities When a Hearing is Requested**

- BSS shall appoint a neutral hearing entity that does not have a direct interest in the hearing outcome to preside over the hearing in accordance with FERPA requirements. The hearing shall in all respects be under the control of the hearing entity and shall not be subject to formal rules of evidence or procedure. The hearing entity may be either 1) a neutral hearing officer who is appointed by the Board Chair, and a BSS employee, or 2) the BSS Board of Directors.
- BSS shall deny a request for a hearing when the proposed amendment to the education record includes anything more than correcting clerical errors.
- BSS shall schedule a hearing within a reasonable time, but not more than thirty (30) business days, after receiving the hearing request.
- BSS shall provide evidence to the hearing entity to support the previous determination not to amend the student's education record.

### **Role of the Hearing Entity**

- To allow the parent/guardian or an eligible student the opportunity to present evidence relevant to the issues raised. The hearing entity has the right to determine whether particular evidence presented is relevant to the record and issue(s) in question.
- To make their decision solely on the evidence presented at the hearing.
- To provide the parent/guardian or eligible student with a written decision, including a summary of the evidence and reason for the decision within a reasonable period of time after the hearing.

### **Outcome**

If the hearing entity finds that the record is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, BSS will amend the record accordingly. The parent/guardian or eligible student will be notified in writing of the correction. If the hearing entity finds that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, BSS will notify the student of the right to place a statement in the record commenting on the contested portion of the record, or stating why the student disagrees with the decision not to amend, or both. BSS will maintain this statement with the contested portion of the student's education record for as long as the record is maintained. The statement will be disclosed whenever the Charter School is required to disclose 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.

Data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"<sup>5</sup>) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"<sup>6</sup>) and will:

- 1) Be used to provide pupils and families with direct access to online tools and resources.
- 2) Enable a pupil to transmit information shared with the CCGI to both of the following:
  - a. Postsecondary educational institutions for purposes of admissions and academic placement.
  - b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Families are advised to visit the CCGI website at [CaliforniaColleges.edu](http://CaliforniaColleges.edu) to access resources that help students and their families learn about college admissions requirements.

## **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

<sup>5</sup> CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

<sup>6</sup> CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

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

## 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 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 or through the Charter School's website, social media, or other school-sponsored platforms or devices shall generally be afforded the same protections and subject to the same limitations as printed material within the Policy. Students' use of Charter School technology, devices, platforms and accounts remain subject to Charter School's Student Technology Policy and Acceptable Use Agreement.

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 Material**

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. Material 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 material 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>7</sup> The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

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<sup>7</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.

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.

### **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 non-school sponsored internet web sites, personal social media or email accounts, or via text messages sent on a personal device outside of school hours,, 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 may file a complaint in accordance with the Charter School's General Complaint Policies and Procedures.

## **Adult/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 adult behavior to bring about the safest and most learning-conducive environment possible. This policy applies to all School employees, volunteers, contractors, and governing board ("Board") members (collectively referred to as "adults" herein). This policy does not apply to student board members under Education Code 47604.2, or otherwise.

## **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 individuals, 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 employees, volunteers, contractors, and Board members:

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

1. Requiring a student on 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.
3. Stopping a student from fighting with another student;
4. Preventing a pupil from committing an act of vandalism;
5. Defending yourself from physical injury or assault by a student;
6. Forcing a pupil to give up a weapon or dangerous object.

### **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 adults 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.

## Duty to Report Suspected Misconduct

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

## Unacceptable and Acceptable Behavior

This policy is intended to guide all adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of them and to specify the boundaries between adults and staff.

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

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by an adult while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student’s parent/guardian. Trespassing the boundaries of a student/adult relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students[CB1], and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

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

Adults must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. *Disagreeing with the wording or intent of the established*

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

### Examples of Specific Behaviors

The following examples are not an exhaustive list:

## **Unacceptable Behaviors (Violations of this Policy)**

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. Any type of unnecessary physical contact with a student in a private situation
- d. Intentionally being alone with a student away from the School
- e. Making, or participating in, sexually inappropriate comments
- f. Sexual jokes oSeeking emotional involvement with a student for your benefit
- g. Listening to or telling stories that are sexually oriented
- h. Discussing inappropriate personal troubles or intimate issues with a student Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- i. Communication with students via an employee's personal accounts, such as email and/or social media.

## **Unacceptable Behaviors without Parent and Supervisor Permission**

**(These behaviors should only be exercised when a staff member has written parent/guardian and supervisor permission.)**

- j. Giving students a ride to/from school or school activities
- k. Being alone in a room with a student at School with the door closed
- l. Allowing students in your home

## **Cautionary Behavior**

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.)**

- m. Remarks about the physical attributes or physiological development of anyone.
- n. Excessive attention toward a particular student
- o. Sending emails, text messages, or letters to students if the content is not about school activities

## **Acceptable Behaviors**

- a. Getting parents/guardians' written consent for any after-school activity.

- b. Obtaining formal approval to take students off School property for activities such as field trips or competitions.
- c. Emails, text, phone, and instant messages to students within School-provided platforms must be professional and pertain to School activities or classes (Communication should be limited to School technology).
- d. Keeping the door open when alone with a student.
- e. Keeping reasonable space between you and your students.
- f. Stopping and correcting students if they cross your own personal boundaries.
- g. Keeping parents/guardians informed when a significant issue develops about a student.
- h. Keeping after-class discussions with a student professional and brief.
- i. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- j. Involving your supervisor if conflict arises with the student.
- k. Informing the Principal about situations that have the potential to become more severe.
- l. Making detailed notes about an incident that could evolve into a more serious situation later.
- m. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- n. Asking another staff member to be present if you will be alone with any student with special needs.
- o. Asking another staff member to be present when you must be alone with a student after regular school hours.
- p. Giving students praise and recognition without touching them.
- q. High fives, fist bumps, and handshakes are acceptable.
- r. Keeping your professional conduct a high priority.
- s. Asking yourself if your actions are worth your job and career.

## 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 (mental or physical), gender, gender identity, gender expression, nationality, national origin, ancestry, race or ethnicity, citizenship, immigration status, creed, religion, religious affiliation, sexual orientation, pregnancy status, childbirth, medical condition, marital status, or any combination of those characteristics, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Charter School does not discriminate against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs, or in the allocation of parks and recreation facilities and resources or school and recreation facilities and resources that support or enable these programs.

The Charter School Board of Directors (“Board”) 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.

Instruction and instructional materials shall be factually accurate and align with the adopted curriculum and standards and be consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias, or partisanship. A teacher shall not give instruction and Charter School shall not sponsor any activity that promotes a discriminatory bias on the basis of race or ethnicity, gender, religion, disability, nationality, or sexual orientation, or pursuant to a characteristic listed in Section 220. Discriminatory bias in instruction and school-sponsored activities does not require a showing of direct harm to members of a protected group. Members of a protected group do not need to be present while the discriminatory bias is occurring for the act to be considered discriminatory bias. The Board shall take corrective action if it finds that instruction or school-sponsored activities are discriminatory.

The Board shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, professional development materials, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220, or if the professional development materials or services promote, endorse, or otherwise support actions or the use of any textbook, instructional material, supplemental instructional material, or curriculum which would subject a pupil to unlawful discrimination pursuant to Section 220.

If the Board knows or has reason to know that materials were used in a classroom, that professional development materials or services were used, or that an action occurred that violated Education Code section 220, the Board shall investigate and remediate the action, which may include, but is not limited to, the implementation of restorative justice practices.

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>8</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

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<sup>8</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*

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
- 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.

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.
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>9</sup>
6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

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<sup>9</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.

## **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**

Means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

## **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. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.

## **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>10</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

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<sup>10</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.

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.

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**

Ruth Kim, Principal

3020 Wilshire Blvd Suite #250, Los Angeles, CA 90010

[rkim@brightstarschools.org](mailto:rkim@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**

Joseph González, Counselor

4301 W Martin Luther King Jr Blvd, Los Angeles, CA 90008

(323) 406-7155

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

**Stella High Charter Academy**

Asma Ali, Assistant Principal of Student & Family Services

1600 W Imperial Hwy, Los Angeles, CA 90047

(424) 789-8337

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

**Valor Academy Elementary School**

Lourena Vong and Melissa Ignacio, Counselors

8755 Woodman Ave, Arleta, CA 91331

(818) 217-2733

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

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

**Valor Academy Middle School**

Veronica Chavez, Lead School Counselor

9034 Burnet Ave, North Hills, CA 91343

(818) 830-1700 ext. 8003

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

**Valor Academy High School**

Eduardo Miranda, Counselor, =

9356 Lemona Ave, North Hills, CA 91343

(818) 934-8910

## **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 Charter 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**

Ruth Kim, Principal  
3020 Wilshire Blvd Suite #250, Los Angeles, CA 90010  
[rkim@brightstarschools.org](mailto:rkim@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**

Joseph González, Counselor  
4301 W Martin Luther King Jr Blvd, Los Angeles, CA 90008  
(323) 406-7155  
[jlgonzalez@brightstarschools.org](mailto:jlgonzalez@brightstarschools.org)

**Stella High Charter Academy**

Asma Ali, Assistant Principal of Student & Family Services  
1600 W Imperial Hwy, Los Angeles, CA 90047  
(424) 789-8337  
[aali@brightstarschools.org](mailto:aali@brightstarschools.org)

**Valor Academy Elementary School**

Lourena Vong and Melissa Ignacio, Counselors  
8755 Woodman Ave, Arleta, CA 91331  
(818) 217-2733  
[luribe@brightstarschools.org](mailto:luribe@brightstarschools.org)  
[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**

Eduardo Miranda, Counselor  
9356 Lemona Ave, North Hills, CA 91343  
(818) 934-8910  
[elmiranda@brightstarschools.org](mailto:elmiranda@brightstarschools.org)

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.

**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**

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

**Valor Academy Middle School**

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9034 Burnet Ave, North Hills, CA 91343  
(818) 830-1700 ext. 8003  
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**Valor Academy High School**

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9356 Lemona Ave, North Hills, CA 91343  
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[elmiranda@brightstarschools.org](mailto:elmiranda@brightstarschools.org)

## 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.

Senior 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, and middle and high school students. The SPCT includes the following individuals:

1. Marc Osadchey, Lead School Psychologist
2. Veronica Chavez, School Counselor, VAMS
3. SHCA Parent

To ensure the SPCT reflects the student body’s perspective, BSS has designated the following volunteer student representatives to provide consultative insights:

1. 7th Grade, Student Representative
2. 11th Grade, Student Representative

Charter School designates the following administrators to act as the suicide prevention liaisons to lead the SPCT:

1. Marni Parsons, Senior 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;
- Ensure 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 theses 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  
[rmogil@didihirsch.org](mailto:rmogil@didihirsch.org)

Phoenix House  
11600 Eldridge Avenue  
Lake View Terrace, CA 91342  
(818) 686-3011

Matthew Silverman Memorial Foundation  
Candace Yoder, Principal  
324 S. Beverly Dr. #411 Beverly Hills, CA 90212  
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 liaisons 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 (certificated and classified) 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 Senior 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.
- Charter School has collaborated with Vector Solutions to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices.
- Charter School shall ensure that training is available for new hires during the school year.
- 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:

- How to identify youth who may be at risk for suicide including suicide risk factors, warning signs, and protective factors.
- Appropriate ways to approach, interact, and respond to a youth who is demonstrating emotional distress or having thoughts of suicide including skill building to ask directly about suicide thoughts.
- Charter-approved procedures for responding to suicide risk (including programs and services in a Multi-tiered System of Support (MTSS) and referral protocols). Such procedures will emphasize the student should be under constant supervision and immediately referred for a suicide risk assessment.
- Charter-approved procedures identifying the role educators, school staff, and volunteers play in supporting youth and staff after a suicide or suicide death or attempt (postvention).

In addition to 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
- 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:
  - Youth affected by suicide.
  - Youth with a history of suicide ideation or attempts.
  - Youth with disabilities, mental illness, or substance abuse disorders.
  - Lesbian, gay, bisexual, transgender, or questioning youth.
  - Youth experiencing homelessness or in out-of-home settings, such as foster care.
  - Youth who have suffered traumatic experiences.

## **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
  - Guidance regarding the district's suicide prevention, intervention, and referral procedures.
- 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 suicide prevention liaisons:

1. Marni Parsons, Senior Vice President of Student and Family Services
2. Steve Rockey, Director of School Counseling
3. 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                                                                                                               |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>“Died by suicide”</b><br>or<br><b>“Took their own life”</b> | <b>“Committed suicide”</b><br><b>Note:</b> Use of the word “commit” can imply crime/sin                                  |
| <b>“Attempted suicide”</b>                                     | <b>“Successful” or “unsuccessful”</b><br><b>Note:</b> There is no success, or lack of success, when dealing with suicide |

- 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:

1)

- 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

- 2) In addition to listing the above resources on student identification cards, Charter School shall include the following language: *“If you or someone you know is struggling emotionally or having trouble coping, there is help. Students in distress or those who just want to talk about their problems, can call or text the phone numbers listed here for free, confidential support.”*

BSS 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.

## 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/amr>

## **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. Articulable 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. Articulable 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.

## **Administrative Searches**

Charter School may conduct certain administrative searches of students and their belongings without individualized suspicion, provided the search is conducted pursuant to a neutral, uniformly applied policy designed to promote school safety. Such searches may include the use of metal detectors, wand searches, random locker inspections, and random bag or backpack checks. These searches are not directed at any particular student but are instead applied on a uniform, non-discriminatory basis to all students, or to a randomly selected group, as a general safety measure and in response to a systemic, schoolwide health or security threat (e.g. widespread use or sale of drugs, or known/suspected possession of weapons). Charter School officials shall ensure that administrative search procedures are implemented consistently and without regard to a student's race, ethnicity, gender, religion, or any other protected characteristic.

When conducting administrative searches, Charter School officials shall use the least intrusive means reasonably necessary to achieve the safety objective. Metal detector screenings and wand searches shall be conducted by appropriately trained school personnel or authorized security staff. Where a metal detector or wand search indicates the presence of a prohibited item, Charter School officials may conduct a more targeted search of the student's belongings consistent with the reasonable suspicion standard.

Students who refuse to submit to an administrative search conducted pursuant to this policy may

be subject to disciplinary action pursuant to Charter School policies and may be denied entry to the school campus or a specific school event. All administrative searches shall be documented, including the date, location, scope of the search, personnel involved, and any items discovered or confiscated.

## **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.

## 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, Senior 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, Senior 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>11</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>11</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**

Bright Star Schools ("Charter School" or the "Charter School") are 100% tobacco-free schools. 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.

This prohibition applies to all employees, students, visitors, and other persons in all settings associated with the Charter School, including:

- Any property owned, leased, or rented by or from the Charter School
- All Charter School-sponsored activities and athletic events, whether on or off campus
- Any Charter School or contracted vehicle
- Any meeting or event conducted on behalf of the Charter School

Pursuant to California Health and Safety Code Section 104495, 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.

### **Prohibited Products**

- Cigarettes, cigars, little cigars, and clove cigarettes
- Chewing tobacco, snuff, betel, and other forms of smokeless tobacco
- Heat-not-burn tobacco products (e.g., IQOS) and other novel nicotine devices not approved by the FDA for cessation
- Electronic cigarettes (e-cigarettes or vapes) that deliver nicotine or non-nicotine vaporized solutions
- Any device or accessory used for vaping tobacco or marijuana
- Any vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products.
- Any part or component of a tobacco product, even if sold separately
- Any electronic nicotine delivery systems (ENDS)

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.

## Prevention Education/Intervention/Cessation

The Charter School provides developmentally appropriate tobacco-use prevention instruction aligned with California Health Education Content Standards and California Education Code 51202, designed to discourage students from using tobacco products.

Pursuant to Education Code 48900 and 48901, students are prohibited from possessing or using tobacco products and may be subject to discipline. Consistent with Education Code 48900.5, the Charter School will prioritize intervention and cessation referrals/support as alternatives to suspension whenever appropriate.

Bright Star Schools refers students to the YVape program, a digital, self-paced program that engages youth through videos, reflection activities, and science-backed content about the risks of vaping and strategies to quit.

The Principal or designee shall maintain a list of clinics and community resources such as YVape and the Kickit CA program ([cakickit.org](http://cakickit.org)) to assist individuals who wish to stop using tobacco products. Any Charter School employee or 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 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.

The Principal shall develop and maintain procedures to resolve grievances that may result from alleged non-compliance.

## Enforcement and Support

- All individuals on Charter School's premises share in the responsibility of adhering to this Policy.
- Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to Charter School property. Signs may also include: "The use of tobacco, e-cigarettes, and marijuana is prohibited."
- Appropriate Charter School officials will monitor Charter School property and facilities for compliance with this Board Policy.

- The Principal or designee shall inform students, parents/guardians, employees, and the public about this Policy through annual written notifications, district and school websites, handbooks, and/or other appropriate methods of communication.
- Any form of intimidation, threat, or retaliation against a person for attempting to enforce this Policy is prohibited.
- Charter School will certify compliance with this Tobacco-Free Schools Policy and Section 104420, California Health and Safety Code annually.

## 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.

# Promoting a Safe and Secure Learning Environment for All: Policies to Responding to Immigration Issues

## Policy Regarding Immigration Enforcement Activity

### I. Purpose and Commitment

Bright Star Schools (“BSS” or the “Charter School”) fosters a safe, welcoming environment where all students, educators, and staff feel supported and connected. BSS supports all students’ right to education regardless of immigration status. State law requires that all public schools adopt policies in that regard.

BSS finds school facilities, official school activities (including those in public places), adjacent areas, and all property owned, controlled, or leased by BSS as “sensitive locations” under state law, and seeks commitments from contractors and service providers not to facilitate immigration enforcement at these locations unless law requires it.

BSS provides the California Attorney General’s “Know Your Educational Rights” materials and related immigration guidance to families upon enrollment and/or through the Student/Family Handbook. All notices, enrollment materials, registration information, and complaint procedures shall be language-accessible pursuant to state and federal law.

### II. Definitions

**“Immigration enforcement”** includes efforts to investigate, enforce, or assist in enforcing federal civil immigration law, and criminal immigration law relating to a person’s presence in, entry, reentry to, or employment in the United States.

**“Schoolsite”** means an individual school campus, school-related activities, school buses, and other transportation provided by BSS.

## Policy on Gathering and Handling Student and Family Information

### Policies for Collecting and Retaining Student Information

- The Bright Star Schools Board shall maintain in writing Bright Star Schools’ policies and procedures for gathering and handling sensitive student information, and appropriate personnel shall receive training regarding those policies and procedures.
- If Bright Star Schools possesses information that could indicate immigration status, citizenship status, or national origin information, Bright Star Schools shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school.
- If parents or guardians choose not to provide information that could indicate their or their children’s immigration status, citizenship status, or national origin information, Bright Star Schools shall not use such actions as a basis to discriminate against any students or families or

bar children from enrolling in or attending school.

➤ Bright Star Schools shall not allow school resources or data to be used to create a registry based on sexual orientation, religion, national origin, or immigration status.

### **Policies for Inquiries Regarding Immigration Status, Citizenship Status, and National Origin Information**

➤ Bright Star Schools personnel shall 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.

➤ Where any law contemplates submission of national origin-related information to satisfy the requirements of a special program, Bright Star Schools personnel shall solicit that documentation or information separately from the school enrollment process.

➤ Where permitted by law, the Chief Executive Officer or designee of Bright Star Schools shall enumerate 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. Local educational agencies shall note the method of age verification, but are not required to maintain a copy of the document used to show age.

For Age Verification, BSS may accept certified birth records, registrar statements, baptism certificates, passports, affidavits, or other lawful proof of age. Age-verification documents that reveal immigration or citizenship status shall be used solely to verify age and shall not be retained in the student's education record.

Students experiencing homelessness may enroll even without typical documentation if otherwise eligible, consistent with the McKinney-Vento Homeless Assistance Act.

### **Policies for Inquiries About Social Security Numbers or Cards**

➤ Bright Star Schools shall not solicit or collect entire Social Security numbers or cards.

➤ Bright Star Schools shall solicit and collect the last four digits of an adult household member's Social Security number only if required to establish eligibility for federal benefit programs.

➤ When collecting the last four digits of an adult household member's Social Security number to establish eligibility for a federal benefit program, Bright Star Schools shall explain the limited purpose for which this information is collected and clarify that a failure to provide this information will not bar the student from enrolling in or attending the school.

For the Free and Reduced-Price Meals form, BSS shall notify parents that if no adult household member possesses a Social Security number, students may still qualify for benefits by checking the applicable "No SSN" box.

➤ Bright Star Schools shall treat all students equitably in the receipt of all school services, including, but not limited to, the gathering of student and family information for the free and reduced lunch program, transportation, and educational instruction.

## **Sharing Student, Family, and Employee Information**

### **Policies and Procedures Regarding Information Sharing**

➤ Bright Star Schools shall avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status without first attempting to notify the parent or guardian in compliance with the Family Educational Rights and Privacy Act (FERPA).

FERPA exceptions do not authorize disclosure for immigration enforcement purposes.

Immigration enforcement does not constitute a legitimate educational interest, and immigration status is not directory information.

➤ Bright Star Schools personnel shall take the following action steps upon receiving an information request related to a student's or family's immigration or citizenship status:

- ✓ Notify a designated Bright Star Schools official about the information request.
- ✓ Provide students and families with appropriate notice and a description of the officer or employee's request.
- ✓ Document any verbal or written request for information by an officer or employee of an agency for immigration enforcement purposes.
- ✓ Unless prohibited, provide students and parents/guardians with any documents provided by the officer or employee seeking the information.

➤ Except for investigations of suspected child abuse, child neglect, or child dependency, or when the subpoena served on the local educational agency prohibits disclosure, Bright Star Schools shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

➤ Bright Star Schools shall make every effort to receive written parental or guardian consent for the release of student information, unless the information is for directory information only.

➤ Bright Star Schools personnel should make a photocopy of the request and immediately consult legal counsel and/or a designated representative of the agency. No information regarding students, their families, teachers, or employees shall be disclosed, to the extent practicable, to an officer or employee of an agency conducting immigration enforcement without a judicial subpoena, judicial warrant, or court order.

Unless required by a valid judicial warrant, subpoena, or court order, BSS shall not disclose student education records or personally identifiable information—including home addresses or travel schedules—to immigration enforcement officers without written parental consent.

➤ Bright Star Schools' request for written parental, guardian, or eligible student consent for release of student information must include the following information:

- (1) the signature and date of the parent, guardian, or eligible student providing consent; (2) a description of the records to be disclosed;
- (3) the reason for release of information;
- (4) the parties or class of parties receiving the information; and
- (5) if requested by the parents, guardians or eligible student, a copy of the records to be released.

Bright Star Schools shall permanently keep the consent notice with the record file.

➤ 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 is not otherwise subject to release, Bright Star Schools shall not release the information.

➤ If the request seeks information regarding an employee or teacher of the local educational agency, the same procedures as above should be followed, except that human resources personnel should be consulted first.

➤ For any requests for information, the local educational agency is under no obligation to produce the records or information immediately. Rather, the local educational agency should note any designated date for production of records, if one is indicated in the request, and convey that to a designated person at the agency. The agency should designate a contact person to whom such requests for information should be directed.

➤ The local educational agency should obtain the contact information of the person to whom a response to the request for information should be directed and forward such contact information to the person the agency has designated to receive such requests.

Families may review the Charter School's Education Records and Student Information policies upon request and/or through the school website.

## **Policies for Annual Information Notice to Parents and Guardians**

### **General Information Policy**

➤ Bright Star Schools must provide an annual notice to parents and guardians of the school's general information policies that includes:

- ✓ Assurances that Bright Star Schools will not release information to third parties for immigration enforcement purposes, except as required by law or court order.
- ✓ A description of the types of student records maintained by Bright Star Schools.
- ✓ A list of the circumstances or conditions under which Bright Star Schools might release student information to outside people or entities.
- ✓ A statement that, unless Bright Star Schools is providing directory information or information permitted to be disclosed without parental consent under FERPA and the California Education Code, Bright Star Schools shall notify parents or guardians and eligible students—and receive their written consent—before it releases a student's personally identifiable information.
- ✓ Even for those exceptions that permit the release of education records without parental consent, Bright Star Schools is required to notify the student and their family unless an exception exists. Bright Star Schools's policy should explain these exceptions that do not require prior notification.

### **Directory Information Policy**

➤ If Bright Star Schools decides to release directory information, Bright Star Schools shall provide an annual notice to parents and guardians, and eligible students in attendance, of Bright Star Schools' directory information policy that includes:

- ✓ The categories of information that Bright Star Schools has classified as public directory information that may be disclosed without parental consent and which should only include the information specifically identified in Education Code section 49061, subdivision (c).
- ✓ A statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin (except where the Bright Star Schools receives consent as required under state law).
- ✓ The recipients of the directory information.
- ✓ A description of the parent's, guardian's, or eligible student's abilities to refuse release of the student's directory information, and how to refuse release.
- ✓ The deadline in which the parent, guardian, or eligible student must notify the school in writing that they do not want the information designated as directory information.

## **Responding to Requests for Access to School Grounds for Immigration Enforcement Purposes**

### **Policies for Monitoring and Receiving Visitors onto Campus**

➤ No outsider—which would include immigration enforcement officers—shall enter or remain on school grounds of Bright Star Schools during school hours without having registered with the principal or designee.

Consistent with California law, BSS shall not permit immigration enforcement officers to enter nonpublic areas of a schoolsite for immigration enforcement purposes absent a valid judicial warrant or court order.

➤ Bright Star Schools shall adopt measures for responding to outsiders that avoids classroom interruptions, and preserves the peaceful conduct of the school's activities, consistent with local circumstances and practices.

➤ Bright Star Schools shall post signs at the entrance of its school grounds to notify outsiders of

the hours and requirements for registration.

➤ Bright Star Schools personnel shall report entry by immigration enforcement officers to any on-site school police, security officers, or other appropriate administrator as would be required for any unexpected or unscheduled outside visitor coming on campus.

### **Policies for Responding to On-Campus Immigration Enforcement**

➤ As early as possible, Bright Star Schools personnel shall notify the Chief Executive Officer or designee of any request by any officer seeking access to the schoolsite or any student to conduct immigration enforcement, or any requests for review of school documents (including for the service of lawful subpoenas, petitions, complaints, warrants, etc.).

➤ In addition to notifying the Chief Executive Officer or designee, Bright Star Schools personnel shall take the following action steps in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before proceeding with their request, and absent exigent circumstances, school personnel must first receive notification and direction from the Chief Executive Officer or designee.
2. Ask to see, and make a copy of or note, the officer's credentials (name and badge number). Also ask for and copy or note the phone number of the officer's supervisor.
3. Ask the officer for their reason for being on school grounds and document it.
4. Ask the officer to produce any documentation that authorizes school access.
5. Make a copy of all documents provided by the officer. Retain one copy of the documents for school records.
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, Bright Star Schools personnel should comply with the officer's orders and immediately contact the Chief Executive Officer or designee.
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation. If the officer has:
  - an ICE (Immigrations and Customs Enforcement) administrative warrant not signed by a judge, Bright Star Schools personnel shall inform the officer that they cannot consent to any request without first consulting with the Bright Star Schools' counsel or other designated school official].
  - **a federal judicial warrant (search-and-seizure warrant or arrest warrant)**, prompt compliance with such a warrant is usually legally required. If feasible, consult with the Bright Star Schools' legal counsel or designated administrator before providing the agent access to the person or materials specified in the warrant.
  - **a subpoena for production of documents or other evidence**, immediate compliance is not required. Therefore, Bright Star Schools personnel shall inform the Bright Star Schools' legal counsel or other designated official of the subpoena, and await further instructions on how to proceed.
8. While Bright Star Schools personnel should not consent to an officer seeking access for immigration enforcement purposes, except as described above, they should not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, Bright Star Schools personnel shall document their actions while on campus and if feasible, accompany them at all times.
9. After the encounter with the officer, Bright Star Schools personnel shall promptly take written notes of all interactions with the officer. The notes shall include the following items:
  - ✓ List or copy of the officer's credentials and contact information;
  - ✓ Identity of all school personnel who communicated with the officer;

- ✓ Details of the officer's request;
  - ✓ Whether the officer presented a warrant or subpoena to accompany their request, what was requested in the warrant/subpoena, and whether the warrant/subpoena was signed by a judge;
  - ✓ Bright Star Schools personnel's response to the officer's request;
  - ✓ Any further action taken by the agent; and
  - ✓ Photo or copy of any documents presented by the agent.
10. Bright Star Schools personnel shall provide a copy of those notes, and associated documents collected from the officer, to the Bright Star Schools' legal counsel or other designated official.
  11. In turn, Bright Star Schools' legal counsel or other designated official shall submit a timely report to the Bright Star Schools governing board regarding the officer's requests and actions and Bright Star Schools' response(s).
  12. E-mail the **Bureau of Children's Justice** in the **California Department of Justice**, at **BCJ@doj.ca.gov**, regarding any attempt by an officer or employee of an agency to access a schoolsite or a student for immigration enforcement purposes
  13. Bright Star Schools may notify parents, guardians, students, teachers, administrators, and staff when immigration enforcement presence on campus is confirmed, consistent with the Comprehensive School Safety Plan and applicable confidentiality requirements.

#### **Policies for Parental Notification of Immigration Enforcement Actions**

- Bright Star Schools personnel must receive consent from the student's parent or guardian before a student can be interviewed or searched by any officer seeking to enforce the civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge, or presents a valid, effective court order.
- Bright Star Schools personnel shall immediately notify the student's parents or guardians if an officer or employee of an agency requests or gains access to a student for immigration enforcement purposes, unless such access was in compliance with a judicial warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

#### **Policies for Responding to the Detention or Deportation of a Student's Family Member**

- Bright Star Schools shall encourage families and students to have and know their emergency phone numbers and to know where to find important documentation, including birth certificates, passports, Social Security cards, doctors' contact information, medication lists, lists of allergies, etc., which will allow them to be prepared in the event that a family member is detained or deported.
- Bright Star Schools shall permit students and families to update students' emergency contact information as needed throughout the school year, and provide alternative contacts if no parent or guardian is available.
  - ✓ Bright Star Schools shall ensure that families may include the information of an identified trusted adult guardian as a secondary emergency contact in case a student's parent or guardian is detained.
  - ✓ Bright Star Schools shall communicate to families that information provided within the emergency cards will only be used in response to specified emergency situations, and not for any other purpose.
- In the event a student's parent/guardian has been detained or deported by federal immigration authorities, Bright Star Schools shall:
  - ✓ Use the student's emergency card contact information to release the student to the person(s) designated as emergency contacts.
  - ✓ Release the student into the custody of any individual who presents a valid Caregiver's Authorization Affidavit.

- ✓ Contact a child protective services agency only if Bright Star Schools personnel are unsuccessful in arranging for the timely care of the child through the emergency contact information that the school has, a Caregiver's Authorization Affidavit, or other information or instructions conveyed by the parent or guardian.
- Bright Star Schools encourages families to develop Family Safety Plans identifying trusted adults who may care for students if parents or guardians become unavailable.
- Bright Star Schools may refer families to community legal aid organizations, court self-help centers, consulates, and the ICE Detainee Locator solely for purposes of locating detained family members.

## **Responding to Hate Crimes and Bullying Related to National Origin or Ethnicity**

### **Policies for Responding to Hate Crimes and Bullying**

- Bright Star Schools shall adopt and publicize policies that prohibit discrimination, harassment, intimidation, and bullying on the basis of a student's actual or perceived nationality, ethnicity, or immigration status. Those policies must be translated in the student's primary language if at least 15 percent of the students enrolled in the school speak a single primary language other than English.
- Bright Star Schools shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs.
  - ✓ This information shall include information related to "Know Your Educational Rights" guide established by the Attorney General.
  - ✓ Bright Star Schools shall inform students who are victims of hate crimes of their right to report such crimes.

### **Processing Complaints of Harassment and Bullying**

- Bright Star Schools shall adopt a process for receiving complaints of and investigating complaints of discrimination, harassment, intimidation, and bullying based on any of the following actual or perceived characteristics:
  - disability • gender • gender identity • gender expression • nationality • race or ethnicity
  - religion • sexual orientation • association with a person or group with one or more of the aforementioned characteristics • immigration status
- The complaint process must include, but is not limited to, the following steps:
  - ✓ A requirement that, if school personnel witness an act of discrimination, harassment, intimidation, or bullying, they shall take immediate steps to intervene when safe to do so;
  - ✓ A timeline to investigate and resolve complaints of discrimination, harassment, intimidation, or bullying that shall be followed by all schools under the jurisdiction of the local educational agency; and
  - ✓ An appeal process afforded to the complainant should they disagree with the resolution of a complaint.
  - ✓ Bright Star Schools shall ensure that complaint procedures contain confidentiality safeguards for immigration status information.
  - ✓ Bright Star Schools shall prohibit retaliation against a person who submits a complaint of discrimination, harassment, intimidation, or bullying.
- BSS's Uniform Complaint Procedures and Harassment, Discrimination, Intimidation, and Bullying policies shall remain available on the school website and upon request.

### **Training Students, Teachers, and Staff on Anti-Bullying and Anti-Harassment Policy**

- Bright Star Schools shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs.
- Bright Star Schools shall also train teachers, staff, and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training should, at minimum, provide agency personnel with the skills to do the following:
  - ✓ Discuss the varying immigration experiences among members of the student body and school community;
  - ✓ Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
  - ✓ Identify the signs of bullying or harassing behavior;
  - ✓ Take immediate corrective action when bullying is observed; and
  - ✓ Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

#### **Policy**

**Date Adopted: February 24, 2026**

**Date Revised: \_\_\_\_\_**

## **Policies for Promoting Safe Environments for Student Learning and Engagement**

### **1. Purpose and Scope**

Bright Star Schools, a California nonprofit public benefit corporation that operates California public charter schools (“BSS” or the “School”), is committed to promoting safe environments for student learning and engagement. BSS ensures that the School is a safe and nurturing place for students that is free from fear, threats of violence, violent crimes, and sexual offenses committed by, or intended to be committed by, other students, employees, volunteers, and contractors. The School also promotes safe environments for learning and engagement that are easily supervised through its facilities and furnishing of facilities. This policy is intended to meet the requirements of Education Code section 32100(b). The School may work with its insurance provider, public entity risk pool joint powers authority, or other relevant stakeholder(s) as applicable or as needed to identify and adopt best practices to prevent violent crimes, injury, sex offenses, and egregious misconduct. The School’s Human Resources Department or designee is authorized to update this policy as needed to align with CDE guidance and/or applicable law.

### **2. Professional Boundaries and Appropriate Limits on Contact**

BSS expects all employees, volunteers, contractors (collectively “EVCs”), and students to behave professionally and exercise good judgment when interacting with each other. In accordance with Education Code section 32100, this policy addresses professional boundaries (i) between students and EVCs, (ii) among and between students, and (iii) among and between EVCs, and (iv) establishes appropriate limits on contact during or outside of the school day

between students and EVCs via social media internet platforms, text messaging, and other forms of communication that do not otherwise include the minor student's parent or guardian. This policy may not apply to interactions that take place between students and their own parents, legal guardians, or family members, where those individuals are also EVCs. However, EVCs who are parents, legal guardians, or family members of current students are expected to behave professionally in the school environment.

#### I. Professional Boundaries Between Students and EVCs

BSS expects its EVCs to maintain appropriate professional relationships with students and be sensitive to the appearance of impropriety in their conduct with students. EVCs are expected to avoid situations that could reasonably create suspicion by parents/guardians, students, colleagues, or school leadership, even where the EVC does not intend misconduct. Each EVC is responsible for exercising professional judgment and seeking guidance from a supervisor or school administrator when uncertain whether conduct may cross professional boundaries or appear inappropriate. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between students and EVCs, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or grooming.

*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 EVCs study this policy thoroughly and apply its spirit and intent in their daily activities.*

*The following are examples of acceptable behaviour by EVCs with respect to students, including but not limited to:*

- *Handshakes*
- *“High-fives” and light fist/hand bumps*
- *Physical contact or touch required under an IEP, behavioral contract or 504 Plan*
- *Reasonable restraint of a violent person to protect self, others, or property*
- *When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact*
- *In an in-person setting: avoiding being alone with a student, keeping any doors wide open if you are in a room alone with a student unless in a counseling or other similar setting, keeping reasonable and appropriate space between you and student unless permitted by the School (e.g. nurses, service providers, etc.)*
- *Holding hands while walking with young students or students with disabilities*
- *For employees and designated contractors, assisting with toileting of young or disabled students in view of another staff member and in compliance with applicable policies*
- *Stopping and correcting students if they cross your own personal boundaries, including, but not limited to, touching your legs, or buttocks, frontal hugs, kissing, or caressing*
- *Prioritizing professional behavior during all moments of student contact*
- *Obtaining appropriate School approval and parent/guardian consent before participating in or supervising any off-campus, after-school, field trip, competition, or similar activity involving students*
- *Keeping appropriate administrators and, where appropriate, parents/guardians informed when a significant issue develops*
- *Involving a student 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)*

- *Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later*
- *Recognizing the responsibility to stop Unacceptable Behaviors of students and/or coworkers*

*The following are examples of unacceptable behavior by EVCs with respect to students, including but not limited to:*

- *Giving gifts to an individual student that are of a personal and intimate nature (including items such as photographs, money, food, outings, electronics, etc. without the written preapproval of the Principal or School Leader. It is required that any such gifts be filtered through the Principal along with the rationale therefor.*
- *Kissing of ANY kind*
- *Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]*
- *Full frontal or rear hugs and lengthy embraces*
- *Touching buttocks, thighs, chest, stomach or genital area*
- *Wrestling or roughhousing except as permitted in the context of an athletics program*
- *Tickling or piggyback rides*
- *Any form of sexual contact*
- *Any type of unnecessary physical contact with a student in a private situation or in an unobserved location*
- *Intentionally being alone with a student outside of ordinary job duties (e.g. a 1:1 counseling setting), including but not limited to being alone with a student when away from school and outside of school hours*
- *Furnishing alcohol, tobacco products, vaping products, CBD products, marijuana, drugs or controlled substances to a student or failing to report knowledge of a student's possession of such*
- *"Dating" or "going out with" a student*
- *Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."*
- *Any communication with students that could be perceived as "flirting"*
- *Taking photographs or videos of students for personal use or posting photographs or videos of students online without BSS's express permission*
- *Giving student a ride to/from School or School activities without parent permission, unless it is an emergency*
- *Leaving campus alone with a student for lunch*
- *Allowing students in your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer*
- *Using profanity with or to a student*
- *Either partially or fully undressing in front of a student or asking a student to undress with the intent to view/expose private body parts*
- *Sharing a bed, mat, or sleeping bag with a student*
- *Excessive attention toward a particular student (when unwarranted)*
- *Making, or participating in, sexually inappropriate comments to or in the presence of students*
- *Making sexual jokes, or jokes/comments with sexual overtones or double-entendres to or in the presence of students*
- *Seeking emotional involvement (which can include intimate attachment) with a student*

- *beyond the normative care and concern required of an employee, volunteer, or contractor*
- *Listening to or telling stories that are sexually oriented to or in the presence of students*
- *Discussing your personal troubles or intimate issues with a student*
- *Involving student in non-educational or non-school related issues during work hours*
- *Becoming involved with a student so that a reasonable person may suspect inappropriate behavior*
- *Staff mirroring the immature behavior of students*

*BSS also maintains additional related policies in this regard, including the Employee Handbook; Student Handbook; Uniform Complaint Procedures; and Title IX Policy for Sexual Harassment and Grievance Procedures.*

ii. *Professional Boundaries Among and Between Students*

Students are expected to maintain respectful, safe, and appropriate boundaries among and between each other in all School-related settings, including in-person and online.

*The following are examples of acceptable behavior among and between students, including but not limited to:*

- *Using respectful language in all interactions, both in person and online*
- *Keeping physical contact appropriate and respecting personal space*
- *Respecting other students' belongings*
- *Asking for and respecting consent before sharing photos or videos of other students*
- *Being mindful of any age and grade level differences with and among other students*
- *Setting clear personal boundaries, including by being able to voice discomfort and say "no" without pressure*
- *Using BSS online platforms responsibly and for their intended educational purposes*

*The following are examples of unacceptable behavior among and between students in the School setting, including but not limited to:*

- *Using disrespectful language in person or online*
- *Engaging in unwanted physical contact with other students or invading another student's personal space*
- *Engaging in any form of sexual contact*
- *Making, or participating in, sexually inappropriate comments*
- *Making sexual jokes, or jokes/comments with sexual overtones or double-entendres*
- *Pressuring peers to share images or personal information*
- *Manipulating, coercing, or attempting to control another student's behavior or relationships*
- *Exploiting differences in age, grade, or social standing of other students or manipulating other students for personal gain*
- *Ignoring any student's stated boundaries*
- *Engaging in bullying, harassment, intimidation, or retaliation of any kind*

*BSS also maintains additional related policies in this regard, including the Uniform Complaint Procedures; BSS Board Policy on Bullying; Suspension and Expulsion Policy; Nondiscrimination in School Programs and Activities; and Title IX Policy for Sexual Harassment and Grievance Procedures.*

*iii. Professional Boundaries Among and Between EVCs*

EVCs are expected to maintain respectful, safe, and appropriate boundaries among and between each other in all School-related settings or, for employees, during working hours, including in person and online.

The following are examples of acceptable behavior among and between EVCs, including but not limited to:

- Maintaining clear separation between personal and professional relationships
- Maintaining respectful, professional communication, both in person and online
- Keeping physical contact appropriate and limited to professional norms (e.g., handshakes)
- Using School-approved channels for School/work-related communications
- Respecting roles, responsibilities, and lines of supervision and authority
- Respecting others' time and workloads
- Protecting confidentiality of information pertaining to students and other EVCs; no gossip or "watercooler" talk among EVCs
- Addressing concerns or conflicts through appropriate School channels

The following are examples of unacceptable behavior among between EVCs in the School setting or, for employees, during working hours, including but not limited to:

- Inappropriately pressuring colleagues or other EVCs for personal favors
- Retaliating against or undermining others who raise concerns or report issues
- Blurring personal and professional relationships
- Showing inappropriate favoritism, bias, or preferential treatment to certain individuals over others
- Ignoring established roles, responsibilities, and lines of supervision and authority
- Engaging in gossip, rumors, or unprofessional discussions about others
- Using one's position to inappropriately exert influence, pressure, or control over others
- Threatening, physically aggressive, or violent behavior
- Theft, damage, or destruction of the property of School or the property of other EVCs

BSS also maintains additional related policies in this regard, including the Employee Handbook; Standards of Conduct and Civility Policy; Sexual Harassment Policy; Nondiscrimination in School Programs and Activities; Uniform Complaint Procedures; and Title IX Policy for Sexual Harassment and Grievance Procedures.

Nothing in these policies prohibits or restricts employees from exercising their rights under the National Labor Relations Act (NLRA), or any other applicable law.

*iv. Limits on Contact Between Students and EVCs via Social Media Internet Platforms, Text Messaging, and Other Forms of Communication*

In addition to the general professional boundaries between students and EVCs described in Section (i) above, it is important to address reasonable limits on contact between students and EVCs during or outside of the school day via social media internet platforms, text messaging, and any other forms of communication (e.g. phone) that do not otherwise include the student's parent or guardian.

Communications between students and EVCs should be transparent, School-related, documentable, and accessible to parents/guardians:

- Students and EVCs may not communicate through 1:1 emails, text messages, instant messages, electronic or digital communications via any online or social media platform, phone calls, notes or letters, unless the communication serves a legitimate educational purpose and complies with the requirements herein.
  - If 1:1 communication by an EVC is permitted by BSS (e.g. for homework, meetings, coordination of athletics events, etc.), messages must be limited to logistics and necessary information (e.g. practice time, cancellations, etc.)
  - EVCs should not have personal or ongoing/lengthy private exchanges with students.
  - If a student sends a 1:1 non-routine message to an EVC, the EVC should loop-in the School and/or minor student's parent or guardian as appropriate.
  - No late-night messages. Appropriate hours for sending any 1:1 communications to a student, if warranted, are 7 AM to 6 PM unless otherwise approved by BSS.
  - "Disappearing messages" are never allowed between EVCs and students. EVCs and students may not communicate with each other through any medium designed to eliminate messages or hide or alter message history (e.g. Snapchat).
- EVCs may not "friend" or "follow" students on any social media accounts, and vice versa for students, except as expressly approved by BSS, e.g. on BSS-managed accounts or between family members.
- EVCs may not seek out or engage with students' personal posts (likes, comments, direct messages) on social media, and vice versa for students.

### **3. Safe, Supervised Environments: School Facilities and Online Settings**

BSS operates educational programs that provide instruction and educational activities in a range of settings, including in-person at BSS-operated school sites or approved off-site/vendor facilities, as well as through hybrid learning activities supported by virtual platforms such as learning management systems, video conferencing, and other online tools. Across these instructional settings, whether in-person or as part of a hybrid format, BSS promotes safe environments that are appropriate for learning and engagement and that can be effectively supervised.

Physical environments used by BSS and/or BSS's vendors for in-person student activities should have:

- Clear lines of sight for adult supervision of students at all times, with no isolated, unsupervised, or hidden spaces or furnishings (e.g. no tall furniture blocking sightlines).
- Adequate lighting, both indoors and outdoors.
- Maintain a layout that supports orderly movement and emergency egress, with clear wayfinding signage, as appropriate for the space, so that students do not end up in unsupervised or restricted areas.
- Schedules and procedures shall ensure continuous supervision of students.
- Furnishings that are age appropriate, safe, and in good repair.
- Windows or vision panels on classroom doors, or open doors, as appropriate.

Online platforms used by BSS and/or BSS's vendors for virtual activities should have:

- Log-in credentials to restrict access to authorized users, prevent unauthorized entry, and protect student data and privacy.
- The ability for authorized staff to review activity occurring in the platform.

- Records or logs of communications, and reasonable controls on private or 1:1 interactions.
- Reasonable monitoring of chat, breakout rooms, and collaborative tools. Digital citizenship or similar rules of use.

BSS's vendors are responsible for reviewing their facilities, furnishings, online platforms, and supervision policies to ensure compliance with this policy. Students participating in hybrid learning activities are expected to use BSS-provided technology and online platforms only for authorized educational purposes, remain focused on assigned instructional activities, and comply with BSS's Student Use of Technology Policy, Virtual Learning Code of Conduct, and Acceptable Use Agreement.

#### **4. Reporting Violations and Consequences**

Any suspected violation of this policy should be reported immediately to the Human Resources Department and/or the school Principal. Prompt reporting is essential to promote safe environments for student learning and engagement.

EVCs must also immediately report to BSS's Human Resources Department and/or the school Principal 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.

Any violation of this policy may result in disciplinary action up to and including termination, and may also be reported to relevant legal authorities, as appropriate.

## **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 and Student Wellness

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.

Pursuant to California law, 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).

All Bright Star Schools participate in the Community Eligibility Provision (CEP), a federal program that allows eligible schools to provide free breakfast and lunch to all students, regardless of household income. As a result, families are not required to submit a meal application to receive free meals.

For more information about CEP and income eligibility guidelines, please visit:  
<https://www.cde.ca.gov/ls/nu/rs/>

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

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

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

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

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

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

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

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

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

mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

Charter School is an equal opportunity provider.

## **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.

## **CalKIDS Program Notice**

California Kids Investment and Development Savings Program (CalKIDS) is a program established by the State of California that funds up to \$1,500 in free money for eligible low-income public school students to save for college and career training. Visit [CalKIDS.org](http://CalKIDS.org) for more information about your child's eligibility and to you claim your child's account.

## **College Preparatory Course Offerings**

Students enrolled in grades 9-12 also have the option of dually enrolling at Los Angeles Southwest College (SHCA) or Los Angeles City College (RKHS). The courses can be found in their individual school handbooks.

## **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://stacks.cdc.gov/view/cdc/49530>

## **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 media 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 transitional kindergarten or 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 present proof of having received an oral health assessment completed by a dental professional that was performed within 12 months before the student's initial enrollment in a public school. 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, Directory Information, and CCGI Notice**

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.

Charter School shall not release directory information regarding a student identified as a homeless child or youth under the McKinney Vento Homeless Assistance Act in the absence of parent, guardian, or eligible student's written consent, except as follows:

1. When the directory information is released for the purposes of facilitating the student's access to an oral assessment or eye examination required by Charter School, unless the parent/guardian opts out of the examination.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"<sup>12</sup>) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"<sup>13</sup>) and will:

- 3) Be used to provide pupils and families with direct access to online tools and resources.
- 4) Enable a pupil to transmit information shared with the CCGI to both of the following:
  - c. Postsecondary educational institutions for purposes of admissions and academic placement.
  - d. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

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<sup>12</sup> CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

<sup>13</sup> CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

Please visit the CCGI website at [CaliforniaColleges.edu](http://CaliforniaColleges.edu) to access resources that help students and their families learn about college admissions requirements.

## **Sudden Cardiac Arrest Prevention**

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>

## **Location of All Automated External Defibrillator(s) on Campus**

RKES: 1st Floor, behind Main Office  
RKMS: 2nd Floor, next to Dean of Operations Office  
RKMS: 3rd Floor, next to Operations Assistant Office  
RKHS: Main Office hallway  
RKHS: Gym entrance  
RKHS: Athletics AED, travels with sports team  
SHCA: Main Office, Administrator Hallway  
SHCA: (2) Athletics AEDs, travels with sports team  
SECA Mansfield: Main Office, Health and Safety Closet  
SECA Marlton: Main Office Entrance  
SMCA: Main Office, next to printer  
VAES: Main Office  
VAMS: Next to Staff Lounge  
VAHS: Main Office

## **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.

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

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

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

<https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf>

## 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>14</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. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.

### **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 foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth,

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<sup>14</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.

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, SVP 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, Senior 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>15</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.

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.

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<sup>15</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*

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:

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TK/K-12 Admission</b>             | <p>Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses<br/>         Polio - Four (4) doses<br/>         Measles, Mumps, and Rubella (MMR) - Two (2) doses<br/>         Hepatitis B (Hep B) - Three (3) doses<br/>         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> |
| <b>Entering 7<sup>th</sup> Grade</b> | <p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose</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. 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.

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

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

## **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.

## **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.

## **Dangers of Synthetic Drugs**

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years. This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances. Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.

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

## **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.

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

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

A copy of the information sheet regarding type 2 diabetes is available at:  
<https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

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

## **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>

The Charter School shall confirm that each of its students in grade 12 completes and submits a

FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

## **Involuntary Removal Process**

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

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

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

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

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

## **Notice Of Policy Regarding Immigration Enforcement Activity**

Important: This notice summarizes our Policy Regarding Immigration Enforcement Activity. The complete policy is available in the main office and on the Bright Star Schools Website.

### **OUR COMMITMENT TO ALL STUDENTS**

We provide a safe, welcoming environment for all students regardless of immigration status or religious beliefs. We limit immigration enforcement activities at our facilities consistent with California law.

### **YOUR RIGHTS AND PROTECTIONS**

**Non-Discrimination:** We prohibit discrimination, harassment, intimidation, and bullying based on immigration status, nationality, race, ethnicity, citizenship status, religion, national origin, or ancestry. We promptly investigate all complaints and take appropriate action.

**Enrollment:** We do not request citizenship or immigration documentation for enrollment, other than documents we might review but not retain to establish a child's birthdate. We accept various documents to establish residence (utility bills, rental agreements, pay stubs, declarations of residency) and age (birth certificates, baptism certificates, passports, or affidavits). Students experiencing homelessness may enroll even without typical documentation if otherwise eligible.

**Privacy of Information:** We do not collect or maintain information about students' or families' citizenship or immigration status except when required by law for specific education programs. If we do, we collect such information separately from enrollment and do not use it to discriminate or prevent school attendance.

**Social Security Numbers:** We do not require Social Security numbers for enrollment. We may request the last four digits of an adult household member's number only to establish eligibility for free or reduced-price meals. Students can still qualify without providing this information if they meet income requirements.

### **INFORMATION SHARING LIMITS**

We do not share student information that might indicate immigration or citizenship status unless authorized by the Family Educational Rights and Privacy Act (FERPA) or required by valid court orders, warrants, or subpoenas. We provide parents notice before responding to such requests (except in child abuse cases or when prohibited).

**Immigration Enforcement Officers:** Without written parental consent, we do not provide student information to immigration enforcement officers unless they present a valid judicial warrant, judicial subpoena, or court order signed by a judge. ICE administrative warrants do not

authorize access to nonpublic school areas or student information.

### **CAMPUS ACCESS PROCEDURES**

Immigration enforcement officers carrying out immigration enforcement activities may not enter nonpublic school areas without a valid judicial warrant or court order. In the event of an enforcement activity authorized by a judicial order, our staff will:

- Request credentials and documentation from any officer
- Contact the schoolsite administrator before granting access
- Request that officers not interrupt instruction
- Document all interactions and notify parents, staff, and students pursuant to the procedures outlined in our Comprehensive School Safety Plan
- Report attempts to access campus or students to the California Department of Justice and to the Charter School Board of Directors

### **ANTI-BULLYING AND HATE CRIMES**

We educate students about respecting all peers and the harmful effects of bullying based on protected characteristics. We train staff to eliminate hostile environments and respond to harassment. Students who experience hate crimes have the right to report them. Review our complete Harassment, Discrimination, Intimidation, & Bullying Policy and Uniform Complaint Procedures in the main office.

### **SUPPORT FOR FAMILIES**

**Emergency Contacts:** You may update your student's emergency contact information anytime. We encourage you to include a trusted adult or multiple adults who can care for your child if you become unavailable. We use this information only for emergencies.

**Caregivers Authorization Affidavit:** We encourage families to support relative caregivers in completing a Caregivers Authorization Affidavit. We will rely on a signed, completed Affidavit to allow an authorized caregiver to enroll a student in school and to consent to school-related medical care. A parent's signature is not required on the Caregiver Authorization Affidavit. This form is available [HERE](#).

**If Parents Are Detained:** We release students to emergency contacts or anyone with a Caregiver's Authorization Affidavit. We contact child protective services only if we cannot arrange care through provided contacts.

**Family Safety Plans:** We encourage families to develop safety plans identifying trusted adults who can care for students and locations of important documents (birth certificates, passports, medical information).

#### **Resources for Detained Family Members:**

- **ICE Detainee Locator:** <https://locator.ice.gov/odls#/search>
- **Legal Assistance:** California organizations accredited by Board of Immigration Appeals at <https://www.justice.gov/eoir/recognition-accreditation-roster-reports>; Self-Help Centers at <http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm>

# School Safety Plan and Asbestos Management Plan

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

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office. The following asbestos-related activities are planned or in progress at the Charter School: Schools will be conducting asbestos assessments to determine any necessary course of action and next steps. These assessments will help guide future response actions, if any are needed, and ensure continued compliance with applicable safety regulations.

## Safe Storage of Firearms

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

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

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
  - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank

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

## **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) or 244(a)

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

- Accommodations for Pregnant, Parenting or Lactating Students;
- 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;

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, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with 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 Charter School fails to issue an investigation report within the required sixty (60) calendar day timeline, a party to a written complaint of prohibited discrimination may appeal directly to the SSPI. The complaint must provide evidence supporting the basis for direct filing and explain why immediate action is necessary.

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

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

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

Complainants alleging a violation of Education Code section 220, 243, 244, 51500, 51501, or 60044, may seek civil remedies after 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.