



**2021-2022**

**Yu Ming Charter School**

**Student - Family Handbook**

**Appendix A: Annual Notification**

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## **INTRODUCTION**

California state law governs the basic operations of public educational organizations, and the Legislature regularly passes new laws affecting the quality and availability of education, as well as laws mandating that local school districts undertake new responsibilities. Educational organizations, like Yu Ming Charter School (“Yu Ming” or “School” or “Charter School”), are required by federal and state laws to publish annual notification items to their community. These notifications serve to inform parent/guardians of the opportunities and protections to which they are entitled. The School has also included a number of notices that are not legally required but have been included to ensure that our school community has the necessary resources at its fingertips.

### **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.

## ATTENDANCE POLICIES

California law requires that all children between the ages of 6 and 18 attend school every day. It is the parent or guardian’s responsibility to ensure that a child gets to school every day. Regular absences can be detrimental to a child’s academic progress, particularly in a language immersion school.

### Excused Absences

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

1. Personal illness.
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometric, or chiropractic appointments.
  - a. Students in grades 7-8, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student’s parent or guardian.
4. Attendance at funeral services for a member of the immediate family:
  - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
  - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's household.
5. Participation in religious instruction or exercises in accordance with Charter School policy:
  - a. The student shall be excused for this purpose on no more than four school days per month.
6. For the purpose of jury duty.
7. 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.)
8. To permit the student to spend time with an immediate family who is an active duty member of the uniformed services, as defined in Education Code Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
9. For purpose of serving as a member of a precinct board for an election pursuant to Election Code Section 12302.
10. Attendance at the student’s naturalization ceremony to become a United States citizen.
11. For justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of his or her religion, attendance at religious retreats, attendance at an employment conference, attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization, or a visit to a high school (for 8th grade students only) when the pupil’s absence has been requested in writing by the parent or guardian and approved in advance by the principal or a designee pursuant to uniform standards established by the Board.
12. Authorized parental leave for a pregnant or parenting pupil for up to eight (8) weeks.
13. Authorized at the discretion of a school administrator, based on the facts of the pupil’s circumstances, are deemed to constitute a valid excuse. A pupil who holds a work permit to work for

a period of not more than five consecutive days in the entertainment or allied industries shall be excused from school during the period that the pupil is working in the entertainment or allied industry for a maximum of up to five absences per school year subject to the requirements of Education Code Section 48225.5.

14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school pupil audience for a maximum of up to five days per school year provided the pupil's parent or guardian provides a written note to the school authorities explaining the reason for the pupil's absence.

### Method of Notification & Verification for Excused Absences

If a student is absent from school, the parent and/or guardian must notify the office by email: [attendance@yumingschool.org](mailto:attendance@yumingschool.org). Alternative methods of notification may include by telephone, written note, or in person at the office. Please do your best to inform the office of an absence by 8:30 a.m. If the office is not notified by 10:00am, the absence will be considered unexcused (see below).

The school is required to keep on file a note signed by a parent/guardian for every student absence. The note must be legible and written in ink. Notification should include the following information:

1. Full name of the student
2. Date(s) or time of absence
3. Specific reason for absence
4. Telephone numbers where both parents/guardians may be reached (home and work)
5. Signature of parent or guardian

Upon returning from an absence, any student who is absent for medical, dental or other professional services must, in addition, present a note to the school office directly from the respective provider's office such as:

1. A healthcare appointment verification

Insofar as class participation is an integral part of students' learning experiences, parents and/or guardians and students shall be encouraged to schedule medical appointments during non-school hours.

### Unexcused Absences and Truancy

Students shall be classified as **truant** if the student is absent from school without a valid excuse three full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant.

Any student who has been reported as a truant three or more times per school is deemed a **habitual truant**. No student shall be deemed a habitual truant unless an appropriate school employee has made a conscientious effort to hold at least one conference with a parent or guardian of the student and the student himself, and after filing required truancy reports. A "conscientious effort" means attempting to communicate with the parents of the student at least once using the most cost-effective method possible, which may include electronic mail or a telephone call.

In addition, students shall be classified as a **chronic truant** if the student is absent from school without a valid excuse for 10 percent or more of the school days in one school year, from the date of enrollment to the current date. This is calculated by dividing the total number of days a student is absent by the total number

of days the student is enrolled exclusively on Saturdays and Sundays.

The Principal, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the School will implement the processes described below.

#### *Truancy Notification Procedures*

If a student accumulates three unexcused absences, (s)he will be considered truant, pursuant to California Education Code section 48260(a). The student's parent(s) should be notified by letter. The date of notification and staff member responsible should be recorded in the Truancy Data Tracker to keep track of the number of notifications sent out to each student. **(Mandatory for SARB).**

See the links below for samples of **Letter Notification of Truancy attendance communication and notification letters** and **SARB Contract**:

- [Letter of Concern](#)
- [Second Letter of Concern](#)
- [First Truancy Notification Letter](#)
- [Second Truancy Notification Letter](#)
- [Third Truancy Notification Letter](#)
- SARB Contract (To be created)

#### **Consequences of Unexcused Tardies Less than Thirty Minutes**

Unexcused Tardies less than 30 minutes	Consequences
Five (5)	The fifth (5th) tardy will result in the "First Letter of Concern" notification from the school to the parent/guardian.
Ten (10)	The tenth (10th) tardy will result in an email to restate the "First Letter of Concern" notification.
Fifteen (15)	The Fifteenth (15th) tardy will result in a "Second Letter of Concern" notification from the school to the parent/guardian stating that a Family meeting will be held with the school.

#### **Consequences of Unexcused Absences Including Tardies over Thirty Minutes**

Unexcused Absences	Consequence
Two (2)	Each of the first two (2) unexcused absences (including tardies over 30 minutes) will result in a call home to the parent/guardian.

Three (3) "Truant"	The third (3rd) unexcused absence or unexcused tardy over 30 minutes will result in a call home to the parent/guardian and receipt of the First Truancy Notification Letter from the school stating the student is officially designated as truant. This letter must be signed by the parent/guardian and returned to the School. This letter shall also be accompanied by a copy of this Attendance Policy.
Four (4)	The fourth (4th) unexcused absence or unexcused tardy over 30 minutes will result in a call home to the parent/guardian and an email to reiterate the First Notification Letter.
Five(5) "Habitual Truant"	The fifth (5th) unexcused absence or unexcused tardy over 30 minutes will result in a call home to the parent/guardian and receipt of the Second Truancy Notification Letter from the school stating the student is officially designated as a Habitual Truant. An Attendance Review Family Meeting will be held with the school to review the student's records and develop an intervention plan/contract.
Six (6)	The sixth (6th) unexcused absence or unexcused tardy over 30 minutes will result in a call home to the parent/guardian and receipt of the Third Truancy Notification Letter from the school stating that a School Attendance Review Board ("SARB") meeting will be held with the parents/guardians.
Ten (10)	The student will be in violation of the SARB contract, and the SARB panel will recommend that the student be disenrolled in compliance with the Involuntary Removal Process, below. Please refer to the full Yu Ming Attendance Policy.

### Attendance Review Family Meeting

The fifth (5th) unexcused absence or unexcused tardy over 30 minutes will result in an Attendance Review Family Meeting with the school to review the student's records and develop an intervention plan/contract.

The Attendance Review Family Meeting will be composed of a school administrator, the student's teacher, and the parent(s).

The purpose of the Attendance Review Family Meeting is to identify the underlying reasons for the student's poor attendance, identify resources to assist the student and parent(s) in correcting the issue, and develop an intervention plan/contract.

### School Attendance Review Board (SARB)

1. The SARB panel will be composed of: the Principal, a teacher, and a member of the Family Support Organization ("FSO") Council. The SARB panel will discuss the absence problem with the parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.
  - a. The SARB panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
  - b. The parent shall be required to sign a contract formalizing the agreement by the parents to improve the child's attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SARB panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
    - i. Parent/guardian to attend school with the child for one day
    - ii. Student retention
    - iii. After school detention program

- iv. Required school counseling
  - v. Loss of field trip privileges
  - vi. Loss of school store privileges
  - vii. Loss of school event privileges
  - viii. Mandatory Saturday school or Intervention
  - ix. Required remediation plan as set by the SARB
  - x. Notification to the District Attorney
- c. The SARB panel may discuss other school placement options.
  - d. Notice of action recommended by the SARB will be provided in writing to the parent/guardian.
2. If the conditions of the SARB contract are not met, the student may incur additional administrative action up to and including disenrollment from the School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known district of residence.
  3. For all communications set forth in this process, the School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the School with any new contact information.

### Students Not in Attendance at the Beginning of the School Year

When students are not in attendance on the first five (5) days of the school year, the School will attempt to reach the parent/guardian on a daily basis for each of the first five days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, parents must notify the School of the absence and provide documentation consistent with the Attendance Policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the **fifth day** of the school year will be disenrolled from the School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

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

### Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than **five (5) school days** 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 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 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 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 School's expulsion hearing process.

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

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

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

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

It is the School's intent to identify and remove all barriers to the student's success, and the School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the School may refer the family to appropriate school-based and/or social service agencies. If a child's attendance does not improve after a SARB contract has been developed according to the procedures above, or if the parents fail to attend a required SARB meeting, the School shall notify the District's Attorney's office, which then may refer the matter for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication.

### **Non-Discrimination**

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

### **Reports**

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

### **Independent Study Program**

Yu Ming Charter School (the "Charter School") may offer independent study to meet the educational needs of students enrolled in the Charter School. Independent study is an alternative education designed to teach

the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable students to complete their independent study successfully. The following written policies have been adopted by the Charter School Board for implementation at the Charter School:

1. For students in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be five (5) school days.
2. The Head of School or designee shall conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study upon the following triggers:
  - a. When any student fails to complete two (2) assignments during any period of five (5) school days.
  - b. In the event a student's educational progress falls below satisfactory levels as determined by the Charter School's MTSS process which considers ALL of the following indicators:
    - i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
    - ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.
    - iii. Learning required concepts, as determined by the supervising teacher.
    - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this Policy shall be treated as a mandatory interim student record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the student transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
4. For all students participating in independent study for fifteen (15) school days or more in a school year, the Charter School has adopted tiered reengagement strategies for all students who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follow:
  - a. Verification of current contact information for each enrolled student;
  - b. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation;
  - c. Outreach from the Charter School to determine student needs including connection with health and social services as necessary;
  - d. When the evaluation described above under paragraph 2.b.iv. is triggered to consider whether remaining in independent study is in the best interest of the student, a student-parent-education conference shall be required to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the student's written independent study agreement.

5. All students participating in independent study for fifteen (15) school days or more in a school year will be provided the opportunity for thirty (30) minutes of office time daily with the assigned certificated teacher either in-person or through virtual or telephonic means for purposes of daily interaction and synchronous instruction opportunities. During these opportunities, student and teacher will have the opportunity to interact and individual instruction or group instruction, will be offered to increase student academic progress and connectivity with the Charter School.
6. For all students participating in independent study for fifteen (15) school days or more in a school year, upon written parent/guardian request for return to in-person instruction, the student will be expeditiously returned to in-person instruction and in no case later than five instructional days.
7. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:
  - ◆ The manner, time, frequency, and place for submitting a student's assignments and for reporting the student's progress.
  - ◆ The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
  - ◆ The specific resources, including materials and personnel, that will be made available to the student.
  - ◆ A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
  - ◆ The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
  - ◆ A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
  - ◆ A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
  - ◆ The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code sections 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.

- ◆ Each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or care giver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements Family Code section 6550.
- 8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
- 9. The Head of School shall establish regulations to implement these policies in accordance with the law.

## GENERAL POLICIES

### Student Information Policies and Procedures

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. Parents, legal guardians, or eligible students have a right to review their the student's records within five (5) business days after the day the School receives a request for access. Pupil records are available for review during regular school hours. Written requests for access should be directed to the Head of School, and will be granted within five (5) business days from the date of the request. In the case of separated or divorced parents, both parents shall have equal access to school records, unless there is a current restraining, custody, or other court order specifically preventing record access. (A restraining order preventing access to the pupil does not prevent access to records.) 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. Parents have 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 Head of School 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 Head of School 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. FERPA affords parents the right to provide written consent before the School discloses personally identifiable information (“PII”) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

The School may permit access to pupil records by a specific person if the parent has filed written authorization specifying the records to be released and identifying the person to whom the records may be released. The recipient must be notified that further transmission of records is prohibited unless a FERPA exception applies or parent provides consent. The consent notice shall be permanently kept with the pupil's record file. Records will be duplicated for a fair cost as determined by the school site (equal to the cost of the copies and labor).

One exception, which permits disclosure without consent, is disclosure to School officials with legitimate educational interests. A School official is a person employed by the 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 School's Board. A School official also may include a volunteer, consultant, vendor, or contractor outside of the School who performs an institutional service of function for which the 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 School official in performing their tasks. A 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 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.

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

4. Parents have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the 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. Families have 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 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 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 School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. The 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 pupil intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or 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 students 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 the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School discloses the final results of the disciplinary proceeding regardless of whether Charter School concluded a violation was committed.

#### (A) Directory Information

“Directory Information” is information that is generally not considered harmful or an invasion of privacy if released. The Charter school may disclose personally identifiable information that it has designated as directory information without a parent’s or eligible student’s prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish year books. The School has designated the following information as directory information:

1. Student’s name
2. Student’s address
3. Parent’s/guardian’s address
4. Telephone listing
5. Student’s electronic mail address
6. Parent’s/guardian’s electronic mail address
7. Photograph
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Weight and height of members of athletic teams
12. Degrees, honors, and awards received
13. The most recent educational agency or institution attended
14. Student ID number, user ID, or other unique personal identification 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.)
15. Participation in officially recognized activities and sports

Parents are asked to notify the office in writing as soon as any change of contact information occurs, including cell phone, work phone, home phone, email address and mailing address. This will ensure that all communication will be received without delay or interruption.

Families may opt to be included in class rosters to enable communication with other families; however Yu Ming Charter School will not publish and distribute family contact information without the family’s permission. On a limited basis, the School may allow access to family contact information to leaders of Family Support Organization (FSO) committees and room parents as needed to support the activities and goals agreed with the school.

The following pieces of Directory Information will be made visible on the secure Parent square parent communication platform to help parents learn one another’s names and contact. The directory is fully searchable by student or parent name, email, phone:

1. Student’s name
2. Student’s grade
3. Telephone listing
4. Parent’s/guardian’s electronic mail address

If you do not want Yu Ming Charter School to disclose directory information from your child’s education records without your prior written consent, you must notify the School in writing at the time of enrollment or re-enrollment. Please notify the School at [office@yumingschool.org](mailto:office@yumingschool.org).

### **Maintenance of Records**

State law requires that certain information be maintained by the School. As required, the Cumulative File is the student’s academic record from Kindergarten through high school.

A log is maintained for each student's record which lists all persons or organizations requesting or receiving information from that record. Requests to access the log should be directed to the school Head of School.

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

### **Use of Student Information Learned from Social Media**

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

### **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 and transcripts 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 transcript will be released.

## CLIMATE FOR LEARNING & GROWTH

### Non-Discrimination Statement

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

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

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

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

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

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

Head of School  
Sue Park  
Yu Ming Charter School | 1086 Alcatraz Ave | Oakland, CA 94608  
510-452-2063

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

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

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

Consistent with this policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

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

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian,

or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

The Charter School shall not dismiss students for any of the following reasons: poor achievement or minimum grade point average, incomplete or missing assignments, poor attendance, and discipline issues that do not meet the School's criteria for expulsion.

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

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

#### *B. Enumerated Offenses*

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
  - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Knowingly received stolen school property or private property, including but not limited to, electronic files and databases.
  - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233 (e). This provision shall apply to students in any of grades 4 to 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

- iii. Causing a reasonable student to experience substantial interference with their academic performance.
- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation or transmission originated on or off the 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:

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

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- i. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be

- subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- ii. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
    - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
    - b) Brandished a knife at another person.
    - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
    - d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.
  3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
    - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
    - b) Willfully used force or violence upon the person of another, except self-defense.
    - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
    - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
    - e) Committed or attempted to commit robbery or extortion.
    - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
    - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
    - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
    - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
    - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
    - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
    - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 8, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 8, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

- iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the 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:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. An act of cyber sexual bullying.
    - a. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
  - iv. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
    - a. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence

in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- b. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
  - d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

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

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

The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

### *C. Suspension Procedure*

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the 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 student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present the student’s version and evidence in their defense, in accordance with Education Code Section 47605.6(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent or guardian at the conference.

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

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

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

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the student and the student’s guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student’s parent/guardian, unless the student and the student’s parent/guardian fail to attend the conference.

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

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

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 8, inclusive, who has been suspended from school for two (2) or more schooldays, the homework that the pupil would otherwise have been assigned.

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

#### *D. Authority to Expel*

As required by Education Code Section 47605.6(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student or a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

#### *E. Expulsion Procedures*

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

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

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

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

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

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

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

#### *G. Record of Hearing*

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

#### *H. Presentation of Evidence*

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

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

#### *I. Expulsion Decision*

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

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

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

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

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

The Principal or designee shall send a copy of the written notice of the decision to expel to the County. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

#### *K. Disciplinary Records*

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

*L. No Right to Appeal*

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

*M. Expelled Students/Alternative Education*

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

*N. Rehabilitation Plans*

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

*O. Readmission or Admission of Previously Expelled Student*

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

*P. Notice to Teachers*

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

*Q. 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 who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

**2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another

setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

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

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

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.
- c. If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.
- d. 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:
  - e. 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;
  - f. 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
  - g. 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 Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

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

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

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

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

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

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

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

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

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

however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

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

## HEALTH & WELLNESS POLICY

### Meals

The Charter School participates in the National School Lunch Program. Applications for free or reduced-price meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form in order to include as many eligible students as possible. Completed application forms can be returned to the main office. The Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per school day.

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

### Wellness Policy

Yu Ming Charter School recognizes the fundamental connection between healthy food and a student's ability to learn effectively. Research supports the clear connection between health, learning, and attendance. Healthy children are more successful in school, have better attendance, are more attentive and more likely to graduate from high school and go to college. Healthy students not only excel academically, but are also more likely to positively engage in social, community, and extracurricular activities. Yu Ming strives to support every child's potential to achieve high standards in school. As written in the charter, Yu Ming aims "to develop young people with... a sense of responsibility for the community and the environment." The following goals and food policies are written with these values in mind.

#### Objectives

To ensure the collective health of the community by encouraging students, families, and staff to establish and maintain life-long healthy eating habits. This aim will be accomplished through a nutritious food program served in school, clear snack and refreshments guidelines, nutrition education, and a garden maintained by the school community.

#### Goals

- Every student will have a meal at lunchtime.
- A nutritious and delicious lunch will be available to every student with additional items like breakfast or snacks as resources permit.
- The nutritional value of the school meals provided will meet or exceed USDA dietary guidelines.
- Fresh, locally grown foods will be offered when available and feasible. Snacks served during the school day or in after school care or enrichment will emphasize fruits, vegetables and water. Food served as part of instructional activities (science, gardening, math activities) will offer healthy choices.
- Serve foods that minimize potentially harmful food additives, like bovine growth hormone, genetically modified foods, artificial coloring and flavoring.
- Serve meals in a pleasant environment with sufficient time for eating. Students will be seated for a minimum of 15 minutes to eat lunch. Students are asked to not share food/beverages.
- Foster good eating habits and manners.

- Maximize waste reduction by recycling, reusing, composting, and purchasing recycled materials.
- Encourage parents who pack their child(ren)'s lunch to minimize waste.
- Foods and/or beverage, especially those not meeting nutritional standard will not be used as rewards for academic performance or good behavior and will not be withheld as punishment.
- Provide trainings, as necessary, to staff and parents to help enforce the above principles.

### **Recommended Snacks and Drinks**

Whenever possible, choose fresh fruits and vegetables and understand where they originate. Yu Ming will do its best to support educators and families as they reinforce the foods that research has shown are the most beneficial, e.g. as close to their natural, unprocessed state (ex: organic, pesticide-free, hormone-free, antibiotic-free, no additives, uncanned).

The following is a list of **healthy snack ideas** for Yu Ming lunches, snacks, birthdays, or school meetings:

- Water, sparkling water, or natural fruit-flavored water
- Herbal teas, iced and hot
- Whole, fresh fruit, local and seasonal if possible; or fresh fruit salad, raisins and other dried fruit (ideally without any additives like sulfur or sugar)
- Applesauce
- Low-sodium Seaweed
- Fresh vegetable cuts
- Fruit juice smoothies
- Tortilla chips, pretzels, pita chips and popcorn (avoid microwavable popcorn)
- Vegetable chips
- Granola bars (low fat)
- Mini wraps: chicken, tuna, cream cheese and cucumber
- Quesadillas
- Bagels and cream cheese
- Fruit smoothies with no added sugars
- Whole grain, low sugar cereals

### **Please refrain from bringing to school (packed for children, or for school events):**

- Candy and chewing gum
- Sodas or other sugary beverages (read the labels for sugar content, fructose)
- Cookies, cakes, pastries, donuts, or sugary snacks
- Ice cream
- Fast food, ex. McDonald's, KFC, Burger King
- Deep-fried, highly-processed chips – such as Doritos, Cheetos, etc.

***\*\* In the event that a student is found with one of the above Parent/Guardian will be contacted via email or phone. Snack and/or meals may be replaced by healthier alternatives with a potential school lunch fee.***

The complete Wellness Policy is available for review on the school website and in the main office.

### **Nut Policy**

Yu Ming adheres to a Peanut-Free/Nut Aware policy. This policy is intended to keep children safe while offering clear guidelines for the use of nuts on campus. We ask that all families and students in our community, partner with us to monitor the use of nuts in their snacks and lunches. Specifically:

1. Nuts or nut products are not permitted in food that is brought to campus to share for group activities such as all school events, class parties, advising group snacks or any other classroom or afterschool food-related events.
2. Peanuts and peanut products are not permitted at any time at school.

3. Students may bring nut products for lunch/snacks; however, these items must be kept safely contained in lunchboxes.
4. Students must not share any food from their lunches or snacks and must carefully wash their hands after eating any item that contains nuts.
5. Families of students with severe allergies should adhere to the following protocol:
  - Inform the school prior to the start of school about any severe allergies;
  - Families of children who, historically, have suffered any anaphylactic reaction to any foods must provide the school with an up-to-date food allergy action plan, signed by their treating doctor every school year, and communicate any changes in a student's needs throughout the year.

## Food Allergies

### Families with students with food allergies:

- Notify the school of the child's allergies by providing the school with an up-to-date food allergy action plan, signed by their treating doctor every school year.
- Work with staff to develop a plan that addresses the child's needs schoolwide.
- Educate the child in the self-management of her/his food allergy including understanding safe and unsafe food; strategies for avoiding exposure to unsafe food; symptoms of allergic reactions.

### Students with Allergies:

- Do not share or trade food with others.
- Do not eat anything with unknown ingredients or known to contain any allergen.
- Notify an adult immediately if s/he eats something s/he believes may contain the food to which s/he is allergic.

### Families of All Students:

- Inform children not to share or trade food with others.
- Comply with the "peanut-free/nut aware" nut policy.
- Include severely allergic children in all activities possible.

Our goal is to provide a safe environment for all children, and we appreciate families being sensitive to the needs of students with food and nut allergies. Please refer to the Yu Ming Nut Policy on the Parent Portal for further details on Yu Ming's peanut-free/nut aware policy.

## Birthdays

Birthdays are exciting events for students and can be excellent opportunities for building a sense of community in the classroom. Yu Ming supports celebrations and requests that if a student wishes to celebrate a birthday and would like to bring something to share with classmates, instead of sugary treats, feel free to bring a small, non-food gift (such as stickers, pencils or erasers) for each child in his/her class. If a student wishes to bring a birthday snack, please refer to the above list of recommended healthy snack options and remember, Nut products are not permitted in food that is brought to campus to share for group activities

Yu Ming also asks that the parent or guardian abide by the following: (1) Please notify the classroom teacher at least 3 days in advance, (2) Bring enough snacks for each child in the class, and (3) Provide items that are ready to serve and do not require extensive clean-up that will burden the teachers.

If you have any questions about these Wellness Guidelines, please email [lunch@yumingschool.org](mailto:lunch@yumingschool.org) or [bmavila@yumingschool.org](mailto:bmavila@yumingschool.org). Here's to a healthy and active Yu Ming School Community!

## Entrance Health Screening and Oral Health Assessment

State law requires that the parent or legal guardian of each pupil provide the school documentary proof that the pupil has received a health screening examination by a doctor within 90 days after entrance to first

grade or such students must have obtained a waiver pursuant to Health and Safety Code Section 124040 and 124085. This examination can be obtained from your family physician or possibly through the local health department. Information and forms are distributed to pupils enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

Students enrolled in kindergarten in a public school or while enrolled in first grade if the pupil was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Dental assessments must be completed in the 12 months prior to entry or by May 31<sup>st</sup> of the pupil's first school year.

### **Refusal to Consent to School Physical Examination**

A parent or legal guardian having control or charge of any child enrolled in the Charter School may file annually with the Yu Ming Charter School Head of School a written statement that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination. However, a student shall be sent home if, for good reason, it is believed he/she is suffering from a recognized contagious or infectious disease and shall not be permitted to return until school authorities are satisfied the contagious or infectious condition no longer exists.

### **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 health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. 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.

### **Sudden Cardiac Arrest Prevention and Automated External Defibrillators**

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest ("SCA") is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at Charter School must review the information sheet on sudden cardiac arrest via the following link: <https://www.cdc.gov/dhbsp/docs/cardiac-arrest-infographic.pdf>.

### **Diabetes**

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

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

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

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

### **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) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, 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 instruction on prevention of human trafficking. An opt-out form is available at the school 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 Charter School's website for your review.

### **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 – limited counseling services are available at the School. Please contact the Principal if you if your 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 School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact a Heather Hamilton, our Special Education Department Head, at [hhamilton@yumingschool.org](mailto:hhamilton@yumingschool.org), 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 Bethany, Health Services Coordinator, at [Bmavila@yumingschool.org](mailto:Bmavila@yumingschool.org).
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#### Available in the Community:

- West Coast Children's Clinic, 510-269-9030
- Fred Finch Youth Center, 510-482-2244
- East Bay Agency for Children, 510-268-3770
- Think Social East Bay, 510-444-8732

#### Available Nationally:

- 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.

### Suicide Prevention

- 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.

### **Pregnant and Parenting Students**

The Charter School recognizes that pregnant and parenting pupils 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 pupil is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the pupil's physician, which the pupil may take before the birth of the pupil'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 pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. The Charter School will ensure that absences from the pupil's regular school program are excused until the pupil is able to return to the regular school program.

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

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

Head of School Sue Park  
Yu Ming Charter School | 1086 Alcatraz Ave | Oakland, CA 94608  
510-452-2063

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 Head of School.

### **Vaccination Requirement**

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 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.

Beginning January 1, 2016 exemptions based on personal beliefs, including religious beliefs, are no longer an option for the vaccines that are currently required for entry into child care or school in California. Students are not allowed to come to school until they have had all of the required vaccinations (or a medical exemption). If your child has not had all of the required vaccinations, you can still enroll your child at Yu Ming Charter School. However, *until your child has had all of the required vaccinations*, your child cannot come to school. If you can't find your child's vaccination records, contact the doctor's office or clinic and ask them to mail the child's vaccination records directly to the school.

Vaccinations (also called "immunizations") help protect children from getting serious diseases. This section lists all school required vaccinations for students from Kindergarten through grade 12:

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

To learn about recommended ages the vaccinations listed above, visit the website for the CDC (Centers for Disease Control and Prevention) at <http://www.cdc.gov/vaccines/schedules/index.html>

### Taking Medication at School

. If your child needs to take medication at school or during any school field trips (including overnight trips), the School must have the authorization for medication form signed by the child's doctor and parent or guardian indicating the medication needs to be taken by the child during school hours (or school trips). The completed form must be submitted to the school before your child needs to take the medication.

- These rules apply to all prescription medications (including inhalers, epi-pens, and pills).

- These rules also apply to all non-prescription (“over-the-counter”) medications. This includes cough and cold medicine, cough drops, eye drops, etc.

The authorization for medication form may be obtained from the school office or on the parent portal. The completed form must be submitted to the office.

### **Medication Administration Guidelines**

1. When there is a continuing need for the student to take medication, forms must be completed again each academic school year.
2. Medication must be brought to school in the original container labeled by the pharmacy. The following information must be on the label:
  - Child's full name
  - Name and dosage of medication
  - Time, method, and directions for administration
  - Licensed Prescriber's name
  - Current date
3. When the medication is no longer needed, a parent or guardian must pick it up. If the medication is taken daily, the parent or guardian must pick it up at the end of the school year.
4. Mixed dosages in a single container will not be accepted for use at school (for example, 5 mg and 10 mg tablets in the same bottle).
5. All medication administered at school will be kept in a locked drawer, cabinet or file (except when a student has permission to carry their medicine with them).
6. A new medication consent form is required:
  - When the dosage or time of administration is changed
  - At the beginning of each school year
  - If discontinued medication is restarted
7. Absent written authorization for self-administration, students are not allowed to have any prescription or non-prescription medication in their possession at school. If they do, school staff will take the medication away and contact their parent or guardian.
8. If parents or guardian wish for their child to possess and/or self-administer medication while at school, the following two additional requirements must be met:
  - A doctor's note stating it is necessary for the student to keep/carry the medication.
  - A parental letter accepting all responsibility in the event the medication is lost or misused, consenting to the self-administration, providing a release for the school nurse or designated school personnel to consult with the health care provider of the pupil regarding any questions that may arise with regard to the medication, and releasing the School and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.

### **Vision and Hearing Test**

Yu Ming Charter School will provide sight and hearing testing for each enrolled student. Hearing testing will occur in kindergarten or first grade and in second, fifth, or eighth grade and first entry into the California public school system. Sight testing may occur in kindergarten or first grade and in grades two, five, and eight, as well as on enrollment and referral at any grade level.

### **Notification of Use of Pesticide Products**

The law requires that Yu Ming Charter School provide to all staff and parents or guardians of students written notification of the name of all pesticide products expected to be applied at the school facility during the upcoming year. The notification shall identify the active ingredient or ingredients in each pesticide

product and contain the Internet access address on information about pesticides and pesticide use reduction as found Section 13184 of the Food and Agricultural Code. EC § 17610.1 added in 2005 to prohibit application of certain pesticides on school sites.

### **Child Abuse Reporting**

Because immediate investigation by child protective agencies of suspected abuse may save a student from repeated injuries, any teacher, or other staff member who suspects that a student has been subjected to physical injuries, neglect, sexual abuse or emotional maltreatment, is mandated by the Child Abuse Reporting Law to notify the proper authorities.

### **Smoke-Free Zone**

Parents and visitors are asked to support the School's effort to maintain a "Smoke Free Zone." Please refrain from smoking on campus or at any school event or activity.

### **Alcohol**

Yu Ming Charter School also prohibits the consumption of alcohol on school property. Exceptions to this alcohol policy may be approved in advance by the Head of School for a specified time and date, for events such as an evening fundraising dinner, in accordance with the terms of any lease or rental agreements.

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

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

### **School Safety Plan**

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

### **Opioid Information Sheet**

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

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

### **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.

## HOMELESS STUDENTS

Yu Ming 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 of California 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.

### Definitions 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):

- 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;
- 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;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
- Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

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

### School Liaison:

The Head of School or designee designates the following staff person as the School Liaison for homeless students ((42 U.S.C. § 11432(g)(1)(J) & (e)(3)(C).):

Family Liaison, Yu-Shuan Tarango-Sho  
Yu Ming Charter School I 1086 Alcatraz Ave. I Oakland, CA 94608  
510-452-2063

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

- Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
- Homeless students enroll in, and have a full and equal opportunity to succeed at Charter School.
- 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 the School if any; and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- 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.
- 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. Enrollment/admissions disputes are mediated in accordance with law, the Charter School charter, and Board policy.

- Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- Charter School personnel providing services receive professional development and other support.
- The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- 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 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/>

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

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

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

**Enrollment:**

Charter School shall immediately admit/enroll the student (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

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

**Enrollment Disputes:**

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

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

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

#### **Written Notice:**

The Charter School shall provide written notice, at the time any child or youth seeks enrollment in the Charter School, and while the child or youth is enrolled in the Charter School, to the parent or guardian of the child or youth (or, in the case of an unaccompanied youth, the youth) that (42 U.S.C. § 11432(e)(3)(C)):

1. Shall be signed by the parent or guardian (or, in the case of an unaccompanied youth, the youth);
2. Sets forth the general rights provided in this Policy;
3. Specifically states:
  - b. That no homeless child or youth is required to attend a separate school for homeless children or youths;
  - c. That homeless children and youths shall be provided comparable services described in this policy, including transportation services, educational services, and meals through school meals programs; and
  - d. That homeless children and youths should not be stigmatized by school personnel; and
4. Provides contact information for the School Liaison and the State Coordinator for Education of Homeless Children and Youths.

Such notice shall be provided to the parent or guardian (or, in the case of an unaccompanied youth, the youth) in a manner and form understandable to such parent or guardian (or youth), including, if necessary and to the extent feasible, in the native language of such parent or guardian (or youth).

#### **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
- Programs in vocational and technical education
- Programs for gifted and talented students
- School nutrition programs

#### **Transportation:**

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

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

## FOSTER STUDENTS

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

### Definitions:

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

**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 Head of School designates the following position as the Charter School's liaison for foster youth:

Family Liaison, Yu-Shuan Tarango-Sho  
Yu Ming Charter School I 1086 Alcatraz Ave. I Oakland, CA 94608  
510-452-2063

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 and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. When foster youth is enrolling in the Charter School, the Charter School 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 child 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 Charter School liaison shall provide the student's records to the new school within two 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 attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - ii. An expulsion hearing for a a discretionary act under the Charter School's charter.
  - iii. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - iv. A manifestation determination meeting prior to a change in the foster youth's placement, if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.
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 Head of School or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.
10. This Policy does not grant the Charter School liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising

authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment:**

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 their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment 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 youth's right to attend the school of origin be waived and the student be enrolled in any district school that student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

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

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

**Transportation:**

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

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, 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 foster youth.

For any student who has an 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:

1. 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.
2. A verified court appearance or related court-ordered activity.

**Transfer of Coursework and Credits:**

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

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 in another school unless the Charter School, in consultation with the student's ERH, finds that the foster youth 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 youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

**Eligibility for Extracurricular Activities:**

A 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 currently in foster care any family fees associated with an After-School Education and Safety (“ASES”) Program operated by the Charter School.

### **Student Records**

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within five (5) 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 upon request at the main office.

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

## TECHNOLOGY

Yu Ming uses technology to support its instructional program and to further student learning. Students and staff are expected to use these resources in a responsible, efficient, ethical, and legal manner. These policies are applied to all students consistently and uniformly.

### Acceptable Use Policy and Agreement

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. Yu Ming offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Governing Board intends that technological resources provided by the school be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

These technologies are provided as a privilege to the user. The School shall notify students and parents/guardians about authorized uses of school computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities. Accordingly, this Acceptable Use Policy and Agreement describes the School's expectations and the responsibilities of each user.

### Educational Purpose

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

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

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

### Access

As part of Yu Ming's educational program, users will have the opportunity to use networked computers, which are connected to the Internet, email, and personal and shared folders. Before a student is authorized to use the School's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In this agreement, the student and his/her parent/guardian shall agree not to hold the School or any 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 School and School personnel for any damages or costs incurred.

### Safety and Supervision

Yu Ming shall ensure that all 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 Yu Ming is able to exercise reasonable control over content created and purchased by the School, and uses a "filter" to help prevent the accessing of inappropriate content and websites, the School has limited control over content access via the Internet and cannot guarantee the accuracy of the information or the appropriateness of any material that a user may encounter, 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 Head of School 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. Teachers shall supervise students while using on-line services at the school site, and may have teaching assistants and volunteers assist in this supervision. The Head of School may establish guidelines and limits on their use.

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

The Head of School 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 School technology.

The School 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.

### **User Responsibilities**

Users, including students, must:

- Use the network in accordance with the School's code of conduct.
- Cite sources of information properly. Users must obtain the author's permission before placing copyrighted material on the system and may download copyrighted material for their own use only.
- Use the network only for educational purposes. Commercial, political, and/or personal use unrelated to an educational purpose is strictly prohibited.
- Be courteous and respectful in their messages to others.
- Use appropriate language.

Users, including students, are prohibited from:

- Using the Internet to perform any illegal act or help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the School, other students, or the community.
- Accessing, posting, submitting, publishing or displaying harmful matter or material that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs.
- Degrading or disrupting equipment or system performance, including 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. Vandalism will result in the cancellation of user privileges and will be viewed as criminal activity under applicable state and federal law. Vandalism includes the intentional uploading, downloading or

creating of computer viruses and/or any malicious attempt to harm or destroy school equipment or materials or the data of any other user.

- Using the system to encourage the use of drugs, alcohol or tobacco, nor promoting unethical practices of any activity prohibited by law or school policy.
- Changing the data or trespassing into the account of another user. Users shall not read other users' mail or files, attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify or forge other users' mail.
- Gaining unauthorized access to resources or entities. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Users are expected to:

- Use only their account and password and keep their password private. Report to a teacher or administrator any unsolicited email, security problems, or information that makes them uncomfortable.
- Recognize that email and computer files are not guaranteed to be private. Yu Ming will make reasonable efforts to protect the electronic files of every user. However, a user's files may be reviewed, collected, and/or used by the school: (a) as required by law, (b) as part of system maintenance activity, (c) when there is reason to believe an account is being used improperly or illegally, or (d) with the permission of the account holder.
- Use the school address and phone number only. Students should refrain from revealing their image, home address or phone numbers, or those of other students or staff members.

### **Inappropriate Use**

Each user is held responsible for his or her actions and activity on the network. Student use of school computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Unacceptable uses of the network will result in the suspension or revoking of these privileges and/or other appropriate disciplinary or legal action in accordance with the code of student conduct, School policy and applicable laws. The Head of School shall make all decisions regarding whether or not a user has violated these regulations and may deny, revoke or suspend a user's access at any time. The decision of the Head of School shall be final.

Student use of School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Head of School or designee shall block access to such sites on School computers with Internet access. The Head of School or designee shall oversee the maintenance of the Yu Ming's technological resources and may establish guidelines and limits on their use.

### **Acceptable Use Agreement**

Yu Ming believes that providing access to technology enhances the educational experience for students. However, student use of 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 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 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 School is able exercise reasonable control over content created and purchased by the School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. The student and parent agree not to hold the School or any School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, misuse, or user mistakes or negligence. They also agree to indemnify and hold harmless the School and School personnel for any damages or costs incurred.
4. Inappropriate Use. 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 School technology primarily for educational purposes. Students shall not use School technology or equipment for personal activities or for activities that violate 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 School equipment without the permission of a teacher or other authorized 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 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. Participating in political activities.
  - h. Conducting for-profit business.
  - i. Using hacking tools on the network or intentionally introducing malicious code or viruses into the School's network.
  - j. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - k. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - l. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
  - m. Participating in political activities
5. No Expectation of Privacy. Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by School and provided to students for educational purposes. The 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 School reserves the right to access stored computer records and communications, files, and other data stored on School equipment or sent over School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
6. Disruptive Activity. Students should not intentionally interfere with the performance of the School's network or intentionally damage any School technology resources.

7. Unauthorized Networks. Students may not create unauthorized wireless networks to access the School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
8. Consequences of Inappropriate Use. Students who violate this Agreement will be subject to discipline which may include loss of access to School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct, School policy, and applicable laws.
9. Students are not permitted to have food or drink near computers/other technology.

### **Upper School Technology Acceptable Use Policy**

Yu Ming Charter School uses technology to support its instructional program and to further student learning. Students and staff are expected to use these resources in a responsible, efficient, ethical, and legal manner. These policies are applied to all students consistently and uniformly.

*It is your responsibility to use the internet, computers, and other devices in ways that follow and support this policy. If you know the behaviors and limits set out in this policy, you will become a successful electronic user at school. All electronic usage throughout Yu Ming, including the things you do on a day to day basis, will be governed by this policy document. If you have any questions about the expectations set out in this document, please contact the Head of School.*

### **E-mail Policy**

Email resources are available to all Yu Ming users. Every individual assigned a Yu Ming email address will have the responsibility to use this resource in an efficient, effective, ethical and lawful manner.

Email Acceptable Use Guidelines - "Acceptable" e-mail activities are those that conform to the purpose, goals, and mission of Yu Ming and to each user's responsibilities. Users shall have no right to privacy while using Yu Ming internet or e-mail system. The following actions are prohibited:

1. Opening unknown e-mail attachments or introducing computer worms or viruses. Users are prohibited from performing any activity that will or may cause the loss or corruption of data or the abnormal use of computing resources (degradation of system/network performance).
2. Using e-mail services for private commercial or business transactions and any activity meant to foster personal gain.
3. Conducting non-Yu Ming fund raising or public relations activities such as solicitation for religious and political causes or not-for-profit activities.
4. Transmitting threatening, offensive harassing information (messages or images) containing defamatory, abusive, obscene, pornographic, sexually oriented, racially offensive, or otherwise biased, discriminatory, or illegal material.
5. Attempting to subvert network security, impair functionality of the network, or bypass restrictions set by the network administrators. Assisting others in violating these rules by sharing information or passwords.
6. Distributing "junk" mail, such as chain letters, advertisements, or unauthorized solicitations.

REMINDER: Yu Ming reserves the right to examine any/all e-mail or Internet correspondence for security and/or network management purposes. Violation of this e-mail policy may result in disciplinary action.

### **Device Use**

The device resources of Yu Ming are available to authorized students and parents for educational, research, and administrative purposes. In order to maintain this policy, it is essential that the users themselves observe reasonable standards of behavior regarding the use of the devices. The following actions are prohibited:

- Any attempt to modify or damage device, network, or software
- Any attempt to modify the original system configurations
- Improper use of the device equipment
- Installation or use of non-academic games on Yu Ming systems

- Recreational game playing
- Unauthorized use of an Yu Ming account belonging to another user
- Unauthorized reading, use of, or deletion of private files or email belonging to another user
- Sharing username and passwords with other users or any other person
- Any attempt to circumvent (hacking/bypass) system protection and security features
- Knowingly using any system to produce system failure or degrade performance
- Engaging in unauthorized duplication, alteration or destruction of data, programs or software
- Transmitting or disclosing data, programs or software belonging to others or duplicating copyrighted materials
- Use of device resources for private purposes, including, but not limited to, the use of device resources for profit making or illegal purposes

Yu Ming reserves the right to investigate any of the above abuses, as well as any other interference with the proper functioning of the Yu Ming network or infringements upon another user's rights. Any violation will result in disciplinary action. Consequences may include suggested payments for damages and or restorative practices if payment is limited or not possible. The school's Executive and/or Assistant Director will make the final decision.

1. Take Home Policy: Technology Acceptable Use Policy continues to be applied to all students. The resources provided are considered essential for student's continued academic success, therefore the policies must be adhered for both safety and compliance.
2. Chromebook Care Manual: All students must adhere to the [care manual](#) to ensure their device is working properly. This guide has been provided to address in-school and out-of-school use. The guide is not comprehensive, rather it focuses on the most common guidelines and practices for taking care of student devices. An electronic version will provided to all families during the start of the new academic year.
  - a. Mini-Sheet Device Care Manual: All students will not alter or damage or discard the [guide](#). The mini-guide is in reference to the Chromebook Care Manual and highlights the most important "to do" to ensure your device is properly working

## ACADEMIC POLICIES

### Academic Integrity

Academic integrity is an important part of being a Yu Ming student. Students are expected to do their own homework, to test without external resources, and to submit original work for all assignments. Students are expected to deny all requests to copy from their own work.

#### Consequences for Violating Academic Integrity

- All test papers, quizzes, or assignments will be taken from the student(s) violating the policy.
- A student found cheating may receive, at the discretion of the teacher, a failing grade for the test, quiz, or assignment.
- Parents will be notified and a parent conference will be arranged if the teacher deems it necessary.
- The Directors will be notified.
- An incident of cheating and/or plagiarism will result in removal from any academic recognition opportunities for that semester.
- Repeated violations or a single serious violation may lead to more serious disciplinary actions.

### Comprehensive Sexual Health and HIV Prevention Education

The Charter School offers comprehensive sexual health education to its students in grades 5-8. 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 5-8. 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.

### **Pupil Fees**

Yu Ming does not require students to pay any fees, deposits, or other charges for their participation in an educational activity which constitutes an integral fundamental part of the school's educational program, including curricular and extracurricular activities. As necessary, Yu Ming may approve fees, deposits, and other charges, which are specifically authorized by law. Parents may file a complaint of noncompliance with the Head of School when they believe the school is not in compliance. (See "Complaint Procedure.")

### **California Assessment of Student Performance and Progress ("CAASPP")**

California's new statewide student assessment system known as CAASPP (California's Assessment of Student Performance and Progress) was established January 1, 2014. The School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress.) Notwithstanding any other provision of law, a parent's or guardian's written request to School officials to excuse his or her child from any or all parts of the CAASPP shall be granted. Parent(s)/guardians will be asked to ensure their children attend school, eat a healthy breakfast, and get adequate sleep during the testing period. 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.

### **Smarter Balanced Assessment Consortium ("SBAC")**

The Smarter Balanced Assessment Consortium is a multi-state consortium working collaboratively to develop a student assessment system aligned with a common core of academic content standards for English language arts/literacy and mathematics. As a Smarter Balanced governing state, California is a decision-making member. Smarter Balanced assessments are administered to all students and designed to measure student progress toward college and career readiness. Scores from these assessments will be the basis for calculating the school's Academic Performance Index ("API"), a number between 200 and 1000 that indicates students' overall performance. Based on the API, the state also ranks schools in deciles, overall and compared to demographically similar school. Although these tests are not the only measures of student performance and school success, the SBAC results are important for charter renewal, fund-raising, and family enrollment decisions; accordingly.

### **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 Business Manager at 510-922-8631 to obtain this information.

## English Language Proficiency Assessments for California (“ELPAC”)

The ELPAC is given to students whose primary language is not English. Students take the ELPAC when they first enroll in school and each year after that until school officials determine that they have become English proficient. The ELPAC evaluates a student’s ability to listen, speak, read, and write in English.

## Special Needs

### Section 504 Plan

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 that substantially limits a major life function, including but not limited to learning, is eligible for accommodations by the Charter School. The parent or guardian of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Director of Student Support Services, Crystal Simmons at [csimmons@yumingschool.org](mailto:csimmons@yumingschool.org). A copy of the Charter School’s Section 504 policies and procedures is available upon request at the main office.

## Special Education

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 School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEIA”), Education Code requirements, and applicable policies and procedures of the El Dorado County Charter SELPA (<http://www.edcocharterselpa.org/parents>). These services are available for special education students enrolled at the 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. Special Education referrals will be coordinated with school site procedures for referral of pupils with needs that cannot be met with modifications of the regular instructional program, including referrals from student intervention teams, such as the Student Success Team (“SST”). A pupil shall be referred for special education and services after the resources of the regular education program have been considered and, where appropriate, utilized.

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 Heather Hamilton, the department head of Special Education at [hhamilton@yumingschool.org](mailto:hhamilton@yumingschool.org). A copy of the Charter School’s special education policy is available upon request at the main office.

## ENGLISH LEARNER MASTER PLAN

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.

### ELPAC and Classification of ELs

California English Language Development Test (“CELDT”) was an important standardized test for English Learners (“ELs”). The new English Language Proficiency Assessment for California (“ELPAC”) aligned to the new California English Language Development Standards replaced the CELDT in spring of 2018.

There are two types of ELPAC tests:

1. Initial Test: Identifies English Learners and assesses their English language proficiency level so that they receive appropriate instruction in English. Administered in August and September within 30 days of enrollment.
2. Summative (Annual Test): Assesses progress of English Learners and is one of the criteria used for reclassifying EL students. Students who are not reclassified must receive English Language Development (“ELD”) until they are reclassified. Administered in April and May.

#### ELPAC Performance Level Descriptors & ELD Standards Proficiency Levels

ELPAC	Level 1	Level 2		Level 3		Level 4
ELD Standards	Emerging	Low Expanding	Mid Expanding	Upper Expanding	Lower Bridging	Upper Bridging

A student is classified as an English Learner (EL) if:

The completed “Home Language Survey” on the Yu Ming Enrollment Application indicated an answer other than “English” on at least one of the following questions:

- What language did your child first learn when s/he began to talk?
- What language do you use most frequently to speak with your child?
- What language does your child use most frequently at home?

**And**

- In Kindergarten or first grade, a student did not receive an overall score of Bridging on the ELPAC the first time he/she took the test or received an overall score of Bridging but had a sub-score that was Emerging in either the listening or speaking section.
- In grades two and above, a student did not receive an overall score of Bridging on the ELPAC or received an overall score of Bridging, but had one or more sub-scores that was Emerging.
- Or a child has not yet been reclassified as an English proficient student by Yu Ming Charter School.

If the Home Language Survey indicates that only English is spoken in the home, a teacher may request that a student be assessed using the ELPAC if the teacher is concerned that the student may have English language acquisition challenges. If the student does not score Bridging on the ELPAC, he/she will be classified as an English Learner.

As English Learners, students must receive services and are eligible for programs until they are reclassified as English proficient students.

### English Learner Services

#### Current ELD program:

- First we identify possible English Learners through the home language survey (if a family indicates that a home language is not English).
- Then students are tested and the results (along with teacher observations in the classroom) are used to see if a student is an English Learner.
- Students who are identified as English Learners are pulled for small group instruction at least once per week. A qualified English teacher works on reading, writing, speaking and listening skills.
- In addition, classroom teachers use strategies and leveled materials to help all their students learn and achieve as much as possible.

#### Resources used in EL support services

- National Geographic ELD program (including student books and teacher guide)
- Fountas and Pinnell fiction and nonfiction leveled readers and curriculum materials
- Phonics focused curriculum and instructional materials
- Frye sight word lists
- Newsela (nonfiction) leveled reading
- Visual aids and videos that focus on vocabulary and/or language patterns

### Achievement Expectations

It is Yu Ming’s expectation that all ELs, regardless of language pathway, become fully English proficient and demonstrate grade-level academic achievement within a time period of no longer than six years of consecutive enrollment in the district. The tables below display language progress and academic achievement expected milestones for English Learners who entered at different proficiency levels. The tables vary by initial scores on the ELPAC. Considerations were made for students in different language pathways, however it does not currently take into account for gaps in schooling.

KEY ELPAC: Em=Emerging, Ex=Expanding, B=Bridging

KEY SBAC-ELA (Smarter Balanced Assessment-English Language Arts): Level 1=Standard Not Met, Level 2=Standard Nearly Met, Level 3=Standard Met, Level 4=Standard Exceeded

#### Initial ELPAC level: Emerging

Years in US Schools	1 year	2 year	3 year	4 year	5 years Eligible for Reclassification	6 years Reclassified
ELPAC	Em	Em	Ex	Ex	B	B
SBAC (ELA)	Level 1	Level 1	Level 2	Level 2	Level 3	Level 3 & 4

#### Initial ELPAC level: Expanding

Years in US Schools	1 year	2 year	3 year	4 years Eligible for Reclassification	5 years Reclassified
ELPAC	Ex	Ex	B	B	B

SBAC (ELA)	Level 2	Level 2	Level 2	Level 3	Level 3 & 4
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**Initial ELPAC level: Bridging**

Years in US Schools	1 year	2 year	3 years Eligible for Reclassification	4 years Reclassified
ELPAC	B	B	B	B
SBAC (ELA)	Level 2	Level 2	Level 3	Level 3 & 4

It is Yu Ming’s goal that by more closely monitoring ELs who are at risk of becoming Long-Term English Learners (student classified as an EL for more than 5 years and who aren’t making expected progress in ELD year), we can prevent this trajectory. Schools and classroom teachers of potential LTELs will provide targeted support and interventions for their students, and if appropriate, will use the COST process.

**Reclassification**

Reclassification is the process whereby an English Learner is reclassified as a Fluent English Proficient (RFEP) student after meeting various linguistic and academic criteria set by the state and district. Yu Ming has developed student reclassification policy and procedures based on criteria set forth by California Department of Education guidelines. Students initially identified as English Learners (ELs) are reclassified as Fluent English Proficient (RFEP) when they meet the following standard criteria:

- Overall proficiency level of Bridging on the ELPAC, with sub-scores of Expanding or higher;
- Demonstration of “basic skills” in English from an objective assessment that is also given to English proficient students of the same age (SBAC, F&P, LHQ);
- Teacher Evaluation and Observation; AND
- Parent/Guardian has been consulted/notified in writing(Parent Consent Letter).
- If deemed appropriate by the IEP Team, English Learners who are receiving special education services may be assessed with an alternate assessment to the ELPAC to determine English proficiency levels. If the school’s language appraisal team determines that an EL with an IEP would benefit from EL reclassification, but the student’s disability prevents him/her from meeting the above criteria, the Individualized Reclassification Protocol may be appropriate for this relatively small number of students.

**Timeline of assessments**

Initial ELPAC Administration: August 23 - September 10, 2021  
 Summative ELPAC Administration: April 11-22, 2021

## COMPREHENSIVE COMPLAINT POLICY & PROCEDURES

### Uniform Complaint Policy

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

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Child Care and Development Programs;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - Regional Occupational Centers and Programs; and/or
  - School Safety Plans;
  - State Preschool Programs
3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
  - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
  - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
  - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

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

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or Local Control and Accountability Plans (“LCAP”) under Education Code

sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement (“SPSA”) in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

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

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

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

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

Head of School Sue Park  
Yu Ming Charter School | 1086 Alcatraz Ave | Oakland, CA 94608 | 510-452-2063

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

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

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

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

1. The Charter School failed to follow its complaint procedures.

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

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

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

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

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

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

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

### **Title IX, Harassment, Intimidation, Discrimination & Bullying Policy**

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Charter School prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive

of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

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

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom Charter School does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

Sue Park  
Head of School  
1086 Alcatraz Ave  
Oakland, CA 94608  
(510) 452-2063  
spark@yumingschool.org

#### **Definitions**

##### **Prohibited Unlawful Harassment**

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

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

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

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

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

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

Sexual harassment may include, but is not limited to:

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

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

### **Prohibited Bullying**

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

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

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

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

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<sup>1</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

- c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of “Cyber sexual bullying” including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

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

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

### **Bullying and Cyberbullying Prevention Procedures**

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

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

Charter School advises students:

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

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

#### **2. Education**

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

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

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

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

### **3. Professional Development**

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

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

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

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

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

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

### **Grievance Procedures**

## **1. Scope of Grievance Procedures**

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

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

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

## **2. Reporting**

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

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

Sue Park  
Head of School  
1086 Alcatraz Ave  
Oakland, CA 94608  
(510) 452-2063  
spark@yumingschool.org

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

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

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

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

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

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

### **3. Supportive Measures**

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

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

### **4. Investigation and Response**

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

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

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

- Notice of the Allegations

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

- Emergency Removal

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

- Informal Resolution

- If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
  - Provide the parties with advance written notice of:
    - The allegations;
    - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
    - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
    - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and

- Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
  - 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 to gather and present 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.
  - Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
  - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
  - Charter School may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at Charter School; or
    - The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;

- All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions about the application of Charter School's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

## **5. Consequences**

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

## **6. Right of Appeal**

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the President of the Charter School Board, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
- Charter School will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

## **7. Recordkeeping**

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

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

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



## Uniform Complaint Procedure Form

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

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adult Education  | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> <b>Every Student Succeeds Act</b>   | <input type="checkbox"/> School Plans for School Achievement        |
| <input type="checkbox"/> Child Care and Development   | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan  | <input type="checkbox"/> School Safety Plan                         |
| <input type="checkbox"/> Consolidated Categorical Aid Programs  | <input type="checkbox"/> Migrant Education Programs  | <input type="checkbox"/> Pupil Fees                                 |
|   |  | <input type="checkbox"/> Pregnant, Parenting or Lactating Students  |

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

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

Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator. Attach additional pages if needed.

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Have you discussed your complaint or brought your complaint to any School personnel? If you have, to whom did you take the complaint, and what was the result? Attach additional pages if needed.

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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:

Head of School, Yu Ming Charter School  
 1086 Alcatraz Avenue, Oakland, CA 94608

## General Complaint Form

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

To be completed by School:

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

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

**Title IX, Harassment, Intimidation, Discrimination & Bullying Complaint Form**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

To be completed by the Charter School:

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

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

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

# Student-School-Family Contract

## 2020-21

### ***The Student's Commitment***

- I will follow the Yu Ming Community Commitments (keeping myself and others safe; leaving no community member behind; seeking diversity of perspective; speaking to the person not about the person; speaking from the heart but using my head; working the Compass; walking my talk; showing up with courage).
- I will follow the school's Code of Conduct and school-wide expectations (Be Safe, Be Responsible, Be Respectful, Be Kind).
- I will come to school ready, prepared with what I need for class and eager to learn.
- I will try to speak in Mandarin at all times except during English instruction.
- I will complete all of my homework assignments on time.
- I will read or ask someone to read to me every night.

### ***The School's Commitment***

- We will follow the Yu Ming Community Commitments.
- We embrace and model the four core values of integrity, perseverance, empathy and wisdom and will work to instill them in our students.
- We will work tirelessly to ensure that your child secures the academic knowledge and skills to prepare him / her for the nation's finest high schools and colleges.
- We will graduate students who are bilingual, biliterate and bicultural.
- We will create a fully inclusive community where every member feels nurtured, a sense of belonging, and are valued for their multiple identities and experiences. These may include: *race, culture, gender, ability, religion, ethnicities, language, socioeconomic status, sexual orientation, family composition, or other identities.*
- We will operate a longer school year to ensure your student has more time for learning.
- We will always come to class prepared and will continually engage students by providing them with challenging work that paves the way for success.
- We will ensure a physically and emotionally safe environment for your child.
- We will encourage students to use Mandarin at all times, during lessons, recess and lunch break.
- We welcome parents to observe classes (after informing the school in advance and checking in at the front office) providing there is no disruption.
- We will communicate with you regularly about your child's performance and make ourselves available in person, by telephone or by email. We will do our best to return your telephone calls within 48 hours.
- We will assign productive, meaningful homework each week to focus students on working to their fullest potential.
- We will enforce the school's Code of Conduct consistently and fairly, and notify you promptly if we have concerns about your child's behavior in school.
- We will provide support and resources to all families to assist your child in learning Mandarin at home.

### ***Family's Commitment***

- We will follow the Yu Ming Community Commitments.
- We will be guided by the school's four core values of integrity, perseverance, empathy, wisdom and will model these in our interactions with school staff and one another.
- We understand that an immersion education is a long term commitment that requires our dedication and perseverance.

- We will encourage our child to use Mandarin as often as possible, and will support their Mandarin learning at home as best possible using resources from the school.
- We will support our child’s academic growth by:
  - Holding high expectations for them.
  - Providing a quiet, undisturbed time and space for our child to complete their homework and/or participate in Distance Learning classes.
  - Ensuring that our child completes their homework daily.
  - Ensuring that they are reading or being read to every night.
  - Frequently discussing schoolwork and activities with my child.
  - Communicating regularly with our child’s teachers.
- We understand that the school offers a longer school year, and will ensure our child is well-rested, fed and present to take advantage of the extended learning time. Specifically, by
  - Ensuring that our child comes to school every day on time, stays for the full day, and is picked up promptly at dismissal time.
  - Not planning family vacations or other extended absences on school days.
  - Making sure that our child promptly makes up missed work following absences.
- We understand that the school’s Dress Code is an important part of ensuring a safe and respectful school community and will ensure that our child comes to school each day in proper dress according to the uniform specifications laid out by the school.
- We support the school’s Code of Conduct including all its rules, rewards and logical consequences.
- We will participate in school activities, including Student-Parent-Teacher Conferences so that we may be partners in our child’s progress in school.
- We understand that we are encouraged to volunteer at least 30 hours per year per family for the school community. This includes all meetings, parent education activities, in-class help etc.
- We understand that we are not required to sign this contract as a term of our child’s admission to the school, but do so voluntarily because we believe that a partnership between parents and educators is critical to creating the best possible education for our children.

## School-Parent-Student Contract 2020-21



\_\_\_\_\_  
Student Signature

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

\_\_\_\_\_  
School Signature

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

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

Greg Callaham, Principal  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

August 30, 2021  
Date