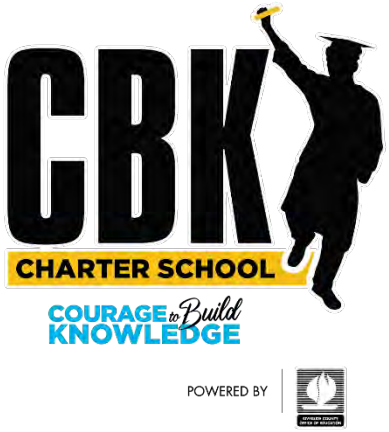
CBK CHARTER



CHARTER RENEWAL

Term: July 1, 2026 through June 30, 2031

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INTRODUCTION, STUDENTS TO BE SERVED, FACILITIES AND ASSURANCES

Introduction

The Riverside County Office of Education (RCOE) recognizes that the traditional public school is challenged to meet the needs of the county's student population. This request for charter renewal is presented to the Riverside County Board of Education (RCBE) in compliance with California Education Code (EC) § 47605, which states, "A charter granted by a school district governing board, a county board of education, or the State Board of Education may be granted one or more subsequent renewals by that entity. Each renewal shall be for a period of five years."

The RCOE is seeking a renewal of the CBK Charter School under EC § 47600 et seq. as a charter school which is specifically designed to address the academic needs of students at risk of not earning a high school diploma or who have dropped out of school. CBK is a charter school of choice for students within the geographic boundaries of Riverside County, California and adjacent counties. CBK's combination of high-quality learning opportunities, rigorous learning activities, and strong interagency collaboration contribute to the efficacy of the program. contributes CBK Charter School quality learning opportunities, rigorous learning activities, and strong interagency collaboration contribute to the efficacy of the program.

This renewal petition provides evidence that CBK has met all requirements set forth in the Charter Schools Act of 1992, EC § 47600 et seq. This petition for the CBK Charter, having operated successfully and expanded to an enrollment of 625 students, is respectfully presented to the Riverside County Board of Education for renewal for a five-year term beginning on July 1, 2026 and ending on June 30, 2021.

Students to be Served

Given the reality that the traditional public school is challenged to meet the needs of a growing portion of the county's student population, the Riverside County Office of Education proposes to re-authorize CBK, a charter school specifically designed to address the academic needs of students age 13 (9th grade) and up through the age of 23 and older for grades 9-12, at risk of not completing high school. CBK serves students who are at risk for reasons including, but not limited to:

- Recovered dropouts;
- Credit deficient;
- Gaps in enrollment;
- High levels of school transiency;
- Not functioning well on a traditional campus;
- Parenting needs to work full-time and/or part-time;
- Has another barrier to attending a traditional school program.

CBK may enroll any eligible student who qualifies for enrollment in a county community school under EC § 1981 or in a community day school under EC § 48662, who resides in the State of California and desires to enroll. These students may meet minimum eligibility requirements that permit enrollment based on the following:

- Expelled from a Riverside County school district for reasons as specified in subdivision (a) or (c) of EC § 48915 (mandatory expulsion violations), if a hearing with Riverside County Superintendent of Schools determines the student does not pose a continuing danger to students or staff.

- Expelled from a Riverside County school district for any reason other than those specified in subdivision (a) or (c) of EC § 48915.
- Referred to a county community school by a Riverside County school district as a result of the recommendation by a School Attendance Review Board (SARB).
- Referred by the Riverside County school district of attendance at the request of the pupil's parent or guardian with that district's approval of the pupil's enrollment in a county community school.
- Foster youth, homeless youth, and former juvenile Court School students.
- Probation-referred pursuant to Sections 300, 601, 602, and 654 of the Welfare and Institutions Code:
    - On probation or parole and not in attendance in any school.
    - Expelled for any of the reasons specified in subdivision (a) or (c) of EC § 48915.
    - Children experiencing homelessness

This CBK Charter serves at risk pupils meeting the program criteria discussed above. The CBK Charter also serves pupils aged 19 and older who meet at least one of the following criteria:

- Pupil is enrolled in the CBK Charter in a program that provides instruction exclusively in partnership and an executed Memorandum of Understanding with any of the following: (1) the federal Workforce Investment Act of 1998 (WIA); (2) federally affiliated YouthBuild programs; (3) the federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider; or (4) the California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to law. CBK plans to satisfy this requirement through a partnership with the California Family Life Centers operation of Youth Opportunity Centers (Appendix F), and through the YouthBuild Grant, which is WIOA, funded. In addition, consistent with its recently received Department of Labor WIOA Innovation Grant, CBK will serve participants of this program through the age of 23, which meets CDE criteria for service of students through the age of 23 completing their high school diploma.

- Pupil is enrolled in the CBK Charter in pursuit of a high school diploma while 19 years of age and, without a break in public school enrollment since that time, is enrolled in the charter school and is making satisfactory progress towards award of a high school diploma consistent with the definition of satisfactory progress, as defined under Title V, California Code of Regulations, Section 11965. "Satisfactory progress" means uninterrupted progress (1) towards completion, with passing grades, of the substance of the course of study that is required for graduation from a non-charter comprehensive high school of the largest unified school district in the county, (2) at a rate that is at least adequate to allow the pupil to successfully complete, through full-time attendance, all of that uncompleted coursework within the aggregate amount of time assigned by the chartering agency for the study of that particular quantity of coursework within its standard academic schedule.

For individuals with exceptional needs, as defined in EC § 56026, satisfactory progress as that term is used in EC § 47612, means uninterrupted maintenance of progress towards meeting the goals and benchmarks or short-term objectives specified in his or her individualized education program made pursuant to 20 U.S.C. Section 1414(d) until high school graduation requirements

have been met, or until the pupil reaches an age at which special education services are no longer required by law.

Students with Disabilities/Special Needs

For students with disabilities, the individualized educational needs of the applicant as determined by an Individual Education Program (IEP) or Section 504 Team will be used to help determine appropriate programming and services after the student has enrolled in CBK.

All other students. Space permitting and subject to lottery priorities, any other student residing in the State of California may be served by CBK, except that students enrolled in independent study (non-classroom-based) must reside in Riverside County or adjacent county.

CBK Facilities and Locations

CBK Charter operates its primary administrative offices at 3939 Thirteenth Street, Riverside, California 92501. CBK operates at the following locations* under one CDS code as part of a single school with multiple locations:

CBK Sites	Location
Arlington Regional Learning Center CBK	6511 Arlington Avenue, Riverside, CA 92504
Betty G. Gibbel RLC CBK	1251 Eagle Road, San Jacinto, CA 92583
Blythe CBK	811 W. Chanslor Way Blythe, CA 92225
David L. Long RLC CBK	41350 Guava Street, Murrieta, CA 92562
Desert Hot Springs CBK	TBD
Don F. Kenny Regional Learning Center CBK	47-336 Oasis Street, Indio, CA 92201
Dr. Milo P. Johnson Center CBK	671 N. Florida Street, Banning, CA 92220
Educational Options Center CBK	6401 Lincoln Avenue, Riverside, CA 92506
Lake Elsinore Planet Youth CBK	400 W. Graham Avenue, Lake Elsinore, CA 92530
Empower Youth Hemet CBK CFLC	930 N. State Street, Hemet, CA 92543
Grindstaff CBK	9825 County Farm Road, Riverside, CA 92504
Flow TAY Center	78-140 Calle Tampico La Quinta, CA
Jurupa JVHS – CBK	10551 Belgrave Avenue, Jurupa Valley, CA 91752
Mead Valley - CBK	2150 Oakwood Street, Perris, CA 92570
Mecca Boys and Girls Club CBK	91391 66th Avenue, Mecca, CA 92254
Moreno Valley Regional Learning Center CBK	13730 Perris Boulevard, Moreno Valley, CA 92553
Palm Springs CBK	1800 E. Vista Chino, Palm Springs, CA 92262
Perris CBK	515 E. 7th Street, Perris, CA 92570
Riverside Youth Opportunity Center CBK	2060 University Avenue, Riverside, CA 92507
Rubidoux Youth Opportunity Center CBK	5656 Mission Boulevard, Riverside, CA 92509
School of Career Education CBK	2100 E. Alessandro Boulevard, Riverside, CA 92508
Val Verde RLC CBK	3010 Webster Avenue, Perris, CA 92571

*Should CBK desire to expand to one or more locations not listed above that is within Riverside County or in adjacent counties, CBK shall request a material revision to its charter pursuant to Education Code section 47605(a)(4).

Future CBK Sites

CBK will explore expansion to additional sites in Riverside County that include, but are not limited to, Corona and the Eastern and northern sections of Riverside County,-CBK will explore opening

sites in contiguous counties, to the extent permitted by law, after consulting with other county offices of education.

SECTION I: EDUCATIONAL PROGRAM

Mission

Creating personalized learning opportunities for all students and to prepare them to be future ready through rigorous academics, post-secondary opportunities, and safe and supportive learning environments.

Vision

Preparing every student for success in college, career and the community.

Goals

Our goal is to prepare students for future success by providing a supportive school environment that focuses on increasing academic and pro-social skills and behaviors, while providing functional life skills instruction.

An educated person in the 21st century, as reflected in the CBK Charter, is one who demonstrates resilience, adaptability, and a commitment to personal growth despite past challenges or interruptions in their educational journey. Beyond foundational literacy and numeracy, a CBK student develops the ability to think critically, solve real-world problems, and communicate effectively in diverse settings. They are digitally literate and able to access, evaluate, and use information responsibly in a rapidly evolving, technology-driven world. An educated CBK graduate is self-directed and goal-oriented, equipped with the skills necessary for postsecondary success, meaningful employment, and active community participation. They understand the value of perseverance, take ownership of their learning, and are empowered to advocate for themselves and others. Ultimately, an educated person in the CBK program is prepared not only to re-engage with education but to thrive as a productive, informed, and contributing member of society.

CBK is a unique public school designed to:

- Provide parents/caregivers and students with expanded choices in the types of educational opportunities that are available within the traditional public school system.
- Reach students who have "dropped out," or are not currently enrolled in any school or face particular challenges, such as health issues or the need to work, that make daily attendance difficult.
- Educate students who, for a variety of reasons, have fallen behind in their studies and need targeted instruction to fill the gaps in their learning or make up credits.
- Increase student learning and academic performance.
- Provide alternative methods to master core content standards.
- Create challenging academic standards.
- Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students who are identified as performing below potential.
- Stimulate student's natural interests and curiosity.
- Provide individualized instruction through student-tailored standards-based curriculum as the primary arrangement.
- Develop life-long learners who are self-motivated.
- Provide students with college and career readiness experiences.

Educational Philosophy

CBK believes students learn best in educational environments that provide opportunities to explore, understand and apply concepts and skills necessary to become independent problem solvers. The optimal learning environments are physically and emotionally safe, contain the necessary supports and structures that promote the development of character and self-discipline; the teacher is respected, supportive and trusted. The curriculum is based in real-world applications, instruction is differentiated based on student needs, and the subject matter is appropriate, relevant, and intellectually stimulating. These conditions are met in a variety of educational settings based on individual needs of the students.

CBK Charter holds the fundamental beliefs that learning occurs best when:

- Work is challenging and accessible to all students.
- Learning opportunities are expanded by accessing various segments of the Riverside County community and through partnerships with community-based organizations as well as private and public agencies.
- Universal design for learning UDL strategies are incorporated into the instructional design.
- Students understand that learning tasks have purpose, meaning, and application beyond the academic setting.
- Instructional activities are integrated, meaningful, and engaging.
- Learning and real-life experiences are considered teaching and learning tools.
- The CBK's combination of high quality learning opportunities and rigorous learning environment contribute to the efficacy of the program.

Transgender Students

CBK classes are conducted without regard to the gender of the pupil enrolled in these classes. Pursuant to EC § 221.5(f), all students shall be allowed to "participate in sex-segregated school programs and activities, and to use facilities consistent with his or her gender identity, irrespective of the gender listed in the pupil's records. Students experience a program with a focus on meeting their individual needs, be it extended learning opportunities or supporting the advancement of their foundational academic skills.

Counseling

Academic counseling is provided by the supervising teacher with the support of a certificated counselor holding a Pupil Personnel Services credential. Counseling services include assistance with Individual Learning Plans (ILP), transcript review, and post-secondary options. Group and/or individual social-emotional counseling is offered by Behavioral Health Therapists (BHTs), Behavioral Health Therapist Associates (BHTAs), social worker interns and/or professionals from outside agencies to address anger management or other behavioral counseling needs. Educationally related mental health services (ERMHS) are provided through our school psychologists and certificated school counselors. College and career guidance is also provided by certificated school counselors

WASC Accreditation

CBK applied for and was granted initial accreditation in the spring of 2015 by the Western Association of Schools and Colleges (WASC. CBK subsequently applied for and received continued accreditation in the spring of 2018 and again in 2023. As part of this cycle, CBK was granted accreditation with the requirement of a mid-cycle progress report and visit. The WASC

visiting team will forward a recommended accreditation term to the WASC Commission, and CBK will continue to engage in the ongoing process of maintaining full WASC accreditation.

High School Graduation Requirements

To attain a high school diploma, students must earn a total of 200 credits, except for foster youth, experience homeless youth, and former juvenile court school students who meet the criteria for the State of California's minimum graduation requirements. High school students in grades 9-12 will receive transferable credits for courses passed which will be accepted at all high schools should they choose to continue their education elsewhere.

CBK shall exempt a pupil in foster care, as defined in EC § 51225.2, a pupil who is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, or a former juvenile court school pupil, as defined in Section 51225.2, who transfers between schools any time after the completion of the pupil's second year of high school from all coursework and other requirements adopted by the CBK that are in addition to the statewide coursework requirements specified in Section 51225.3, unless the school personnel make a finding that the pupil is reasonably able to complete CBK's graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

Students must attain passing grades in the following state and locally required courses to be eligible for a high school diploma from the CBK Charter:

CBK Graduation Requirements		**California Minimum Graduation Requirements**	
Required Courses	**Required Credits**	**Required Courses**	**Required Credits**
English/Language Arts (Three years) • English Language Development (ELD) up to 1 year in earns ELA credit.	30	English/Language Arts (Three years) • English Language Development (ELD) in up to 1 year earns ELA credit.	30
Mathematics (Two years) (including one year of a course that would meet the Algebra requirement)	20	Mathematics (Two years) (including one year of a course that would meet the Algebra requirement)	20
History/Social Science (Three years) • World History (10 credits) • United States History (10 credits) • American Government (5 credits) • Economics (5 credits)	30	History/Social Science (Three years) • World History (10 credits) • United States History (10 credits) • American Government (5 credits) • Economics (5 credits)	30
Science (Two years) • Life Science (10 credits) • Physical Science (10 credits)	20	Science (Two Years) • Life Science (10 credits) • Physical Science (10 credits)	20
Physical Education (Two years)	20	Physical Education (Two Years)	20
Ethnic Studies	5		
Health	5	Fine Art or Language Other than English or CTE (One Year)	10

Fine Arts/Foreign Language (one year) or CTE (One Year)	10		
Electives	60	**Total**	**130**
Total	**200**		

Credits earned from the following alternative means may be considered electives and will be included as part of the 200 credits required for graduation: community service projects; work experience; courses offered through Regional Occupational Programs/Career Technical Education; units earned at a post-secondary institution; intervention courses and credit recovery courses (online distance learning classes).

Cal Grant Program
CBK electronically submits the grade point average (GPA) for all high school seniors to the California Student Aid Commission (CSAC). Pupils, or the parent/guardian of pupils under 18 years of age, may opt out of the program.

Parent Participation
Parental involvement is not a requirement for acceptance or continued enrollment in CBK. Home-school communication is a critical factor for student success. Administrators and teachers contact parents/caregivers to notify them of student progress, events, and activities. For students who are 18 years old or older, consent is first obtained by the student to release information to their parents. To support parents' and families' participation, growth, and development, the following activities are offered:

- Parents/caregivers are invited to participate in the development of their student's Individual Learning Plan (ILP) and understand academic and transition goals. At this meeting, parents/caregivers are informed about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements.
- Each semester, parents/caregivers are consulted regarding their student's progress toward their individual learning plan and class schedule. Parents/caregivers and the student are required to sign a new Master Agreement.

Partnerships
CBK programs continue to be strengthened through collaboration with a variety of partners. The most important partnerships are those formulated between teachers, students, parents, mentors, and the community. The dynamics among these groups are critical to the planning, implementing, and design of CBK. Agency and community partners are vital to the academic progress and meaningful learning experiences for CBK students. These partnerships provide guest speakers, mentors, field trips, career fairs, job shadowing, internships, and community service opportunities.

CBK continues to partner with California Family Life Centers which operate Workforce Investment Opportunity Act programs that serve students through the age of 24 through their Department of Labor Innovation Grant funding. CBK also works in partnership with California Family Life Centers in the operation of a YouthBuild Grant program funded by the Department of Labor, serving students, ages 16 through 24.

Partners include:

- California Family Life Center
- City of Riverside Youth Opportunity Center
- Corona/Norco YMCA
- City of Desert Hot Springs
- CSUSB Social Work Intern Program
- College of the Desert
- Foster Youth Services
- Mecca Boys and Girls Club
- ResCare Workforce Services
- TAY Center
- Michael's House
- RCC
- Riverside County Library
- Riverside County Department of Public Health
- Riverside County Probation
- Riverside Community College District
- Mt. San Jacinto Community College
- Riverside County Workforce Investment Agency
- Riverside County Department of Social Services
- Riverside County Department of Public Health
- Riverside County school districts (23)
- University of California, Riverside

Curriculum and Instruction

The educational program at CBK is designed to meet students' academic needs and to offer college and career experiences that will reconnect them to learning and improve their employability or success in a post-secondary school. Instruction is offered in an Independent Study model designed to provide one-on-one teaching through personalized learning, standards- based curriculum. The course of study is based on the California standards and students' needs and interests.

Technology is an integral component of the CBK program, supporting access, engagement, and personalized learning for all students. Each student is provided with an individual device, and hotspots are made available as needed to ensure equitable access to digital learning both on campus and remotely. Through this access, students utilize online platforms and digital tools to complete coursework, build foundational skills, and engage in credit recovery and standards-based instruction. Technology is used to support differentiated learning, allowing students to progress at their own pace while receiving targeted support from teachers. In addition, students develop digital literacy skills, including the ability to navigate online resources, evaluate information, and communicate effectively in a digital environment. By integrating technology in meaningful ways, CBK ensures that all students are equipped with the skills necessary to succeed in postsecondary education, the workforce, and an increasingly technology-driven society.

Each student has an Individualized Learning Plan (ILP) that sets goals and provides a focused educational and career pathway. With the assistance of parent/caregiver, mentor and staff support, the student identifies goals that are periodically reviewed. Teachers, parents/caregivers, students, and mentors hold regular briefings to adjust the ILP as needed to ensure progress toward meeting educational goals and to review achievement of the goals. Students are provided with appropriate

levels of support to meet challenging academic standards as determined by initial math and reading placement assessments. The ILP serves as a guide and learning tool for students. It is a reflection of the importance of the student's involvement in the learning process. CBK believes students must develop self-discipline in maintaining a focus on goals and purpose, reflecting on their progress, and adjusting their life paths. The ILP is a tool in the development of this process (See Appendix C).

Guiding Structure

CBK uses a curricular approach that is based upon the following concepts:

- High expectations – setting high expectations for all students.
- Academic studies – increasing access to academic studies that teach the essential concepts, 21st Century skills, and literacy as related to real-world projects and problems.
- Teachers working together – teachers plan and deliver integrated instruction aimed at teaching high-level academic content in professional learning communities.
- Active student engagement – getting every student involved in rigorous and challenging learning with personalized options for learning and expression.
- Academic intervention – providing a structured system of intervention to enable students who may lack adequate preparation to complete a program of study that includes high- level academic content.
- Continuous improvement – using student assessment and program evaluation data to continuously improve the school climate, organization, management, curricula and instruction to advance student learning.
- Development of students' social-emotional competencies and self-regulated behavior.

Independent Study

CBK teachers use a variety of strategies appropriate for the students' instructional level. The independent study agreement, assignment contract, and daily engagement log (See Appendix A) ensure curriculum pacing and appropriate use of instructional time to implement a standards-based Common Core curriculum. CBK maintains a 180-day school year. Computer-based credit recovery courses through online learning offer an opportunity for students to utilize technology to more quickly complete coursework and graduate with their peers. Other options for credit recovery include enrolling in CTE, work experience, internships, and dual or concurrent enrollment classes. Teachers monitor student progress and plan for support (academic and behavioral) based on needs.

Upon entering CBK, students are assessed to determine their individual levels of proficiency in English language arts and math. Results of the assessment are used to determine course placement and instructional levels that best meet the student's current academic level needs. Students who test two grade levels below grade level are placed in credit intervention courses. Weekly intervention support is conducted in English Language Arts and mathematics to assist students needing intervention strategies to build basic skills and designated ELD instruction. Additional tutoring in math and ELA is provided throughout the year by teachers and contracted tutors.

CBK staff use curriculum, textbooks, supplemental materials, and instructional strategies aligned to the California (Common Core) Standards to meet the varied and individual ability levels of students. Each course meets the state learning standards and instruction will focus on actively engaging students in learning experiences. CBK complies with all legal requirements relating to the receipt of state funding for non-classroom-based instruction under EC §§ 47612.5(d) and 47634.2. "Non-classroom-based instruction" means instruction that does not meet the

requirements for "classroom-based instruction," specified in EC § 47612.5(e), and includes, but is not limited to, independent student, home study, work study, and distance and computer-based education.

Career Technical Education/Vocational Training

Work experience provides students with opportunities to earn credit while learning work based skills in a reality based environment. Students also have the opportunity to participate in job shadowing experiences, internship programs, and vocational training opportunities while being directly supervised by credentialed staff. CBK continues to expand work experience and internship opportunities to parallel the career interests of students and to enhance academic and vocational skills. CBK students are guided to Career Technical Educational opportunities in both the Career Technical Education (CTE) programs throughout the county and in online learning platforms. Students are offered concurrent enrollment opportunities at local community colleges , university and other introductory college experiences.

Engaging, Standards-based Core Curriculum

All students receive instruction in the California standards in English language arts, mathematics, history-social science, and science. English language arts (ELA) and English language development (ELD) emphasize the ability for students to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts and to expand students' full and wise participation in a democratic society and global economy. ELD is integrated with the CCSS mathematics, history-social science, science, and physical education instruction. Students receive instruction in the Next Generation Science Standards (NGSS). Following the recommendation of the *2017 California Science Framework*, CBK Science Units follow the 5E Instructional Sequence that emphasizes inquiry-driven instruction and project- based learning. Themes connect each course's texts with relevant, personally engaging inquiry. Themes carry through consecutive courses, creating a thread of connection and relevancy with the rigorous curriculum. Both ELA curriculum and the social science curriculum align with the themes, so students with more than one subject can make connections across the subjects and prior knowledge in discussion and written activities.

Textbooks/Instructional Materials

All students in CBK receive materials and instruction supporting the California Standards/Frameworks in each content area. Students identified as English learners receive English Language Development. The textbooks for students in grades 9-12 have been adopted to support student learning of the California Standards and for success in preparing for college and careers. Edmentum online Learning Program is used for core and elective courses.

Textbook Subject and Title	**Publisher**	**Grade**
English Language Arts/English Language Development		
My Perspectives-ELA	Pearson	9
My Perspectives-ELA	Pearson	10
My Perspectives-American Literature	Pearson	11
My Perspectives-British Literature	Pearson	12
Language Tree Online	Language Tree	6-12
English3D	HMH	6-12
Mathematics		
Integrated Math 1	McGraw Hill	9

Integrated Math 2	McGraw Hill	10
Integrated Math 3	McGraw Hill	11
Mathematics for Business and Personal Finance	McGraw Hill	9-12
History-Social Science		
Principles of Economics	McGraw – Hill	11 -12
Principles of American Democracy	McGraw Hill	11-12
United States History. Geography	McGraw	9-12
World History, Culture and Geography	McGraw	9-12
Science		
Health/Human Sexuality	McGraw-Hill	9 -12
California Inspire Biology	McGraw-Hill	9-12
California Inspire Physics	McGraw-Hill	9 - 12
California Inspire Chemistry	McGraw-Hill	9-12

LCAP Goals and Actions (EC § 47605(b)(5)(A)(ii))

The CBK LCAP annual goals and actions for all pupils and for each subgroup of pupils identified pursuant to EC Section § 52052, to be achieved in the state priorities, are as follows:

GOAL #1: All students will demonstrate growth towards meeting or exceeding standards in ELA and Math to meet graduation and CCI requirements		
1.1	GLEAM Instruction and Professional Development	Ensure culturally and linguistically responsive instruction for all students by providing a space and structure for teachers to (1) engage in dialogue and dynamic learning with students; (2) explore their own identities, mindsets, and skills (mirror work) as they simultaneously seek to understand and affirm their students' backgrounds, cultures, and languages (window work); and (3) cultivate restorative, student centered classroom cultures while focusing on instruction that is grade level centered. This will be done through time spent in PD and PLC meetings as well as SILK training and additional support coaching
1.2	School Aligned Resources	Students have access to standards-aligned instructional materials in multiple modalities
1.3	MTSS Teams	MTSS team meetings to review and evaluate data to determine interventions for students within the areas of academics, behavior, and attendance, as monitored and documented through the AERIES system
1.4	Direct Tutoring and Intervention Support to Students	Tutoring provided by contracted tutoring programs online, in person, and through learning platforms such as Achieve3000 and Membean
1.5	Professional Development	Professional development in the form of targeted support by the Administrator of Innovation and Support, Teacher on Special Assignment (TOSA), through in-class coaching and weekly professional development
1.6	Access and Use of Digital Technology to Support Student Learning	The provision of one-to-one devices and the use of digital platforms to support access to grade-level materials (i.e. Clever, Edmentum, Canvas, Language Tree, etc.) and allow for courses to be presented in a manner that can support all types of learners, such as EL, SWD
Goal #2: All students will graduate from high school with equitable access to college, career, or postsecondary pathways		
2.1	Dual Enrollment Programming	Course offerings and guidance offered through UCR, RCC, COD, MSJC, and other local community courses which allow for students to earn credit and/or experience courses provided by college instructors while enrolled in high school programming. Students provided enrollment assistance and comprehensive progress monitoring in college coursework.
2.2	CTE Pathways	Expand current career technical programming that includes welding, digital media, culinary/hospitality, residential and commercial construction, and computer networking/science.
2.3	College and Career Indicator	Implement comprehensive college readiness programming,

	(CCI) Planning and Awareness	integrating college introductions, tours, CTE opportunities, and transition activities. This includes career inventories, college assessments (PSAT, AP exams, ACT, SAT), summer camps, and College and Career teacher support for college applications, financial aid, and FAFSA completion. Additionally, strategically plan CCI readiness through academic scheduling, expand dual enrollment, IB, AP, and CTE offerings, embed literacy and numeracy skills, provide SBAC preparation, and offer concentrated support for underrepresented groups in accessing dual enrollment, college and career guidance, and FAFSA completion
2.4	Attendance Support and Focus	CDPs directly support students who are foster, homeless, or migrant in developing individual plans to meet attendance goals. There is MTSS data monitoring.
2.5	Monitoring instruction, Learning, and Graduation Rates for Students with Disabilities	Monitor and evaluate the progress of students with disabilities on academic achievement, attendance, and behavior. Provide teachers with in-class support from administrators and school psychologists.
2.6	Monitoring instruction, Learning and Graduation Rates for EL students.	Monitor and evaluate the progress of EL students on academic achievement, attendance, and behavior. Provide teachers with in-class support from administrator, and EL teacher on special assignment
2.7	High School Equivalency Test (GED and HiSET)	Implement the High School Equivalency Test prep and assessment (GED and HiSET) as an alternative to the high school diploma
2.8	Work-Based Learning and Industry Certifications	Implement Workability, Work Experience permits, internships, and other employment certificate programs (i.e., food handler permits, OSHA certification)
2.9	Student Led Enterprise	Implement student led enterprise courses and competitions to enhance financial literacy and an entrepreneurial spirit (mindset that embraces critical questioning, innovation, service, and continuous improvement) and participate in projects and competitions with enrollment across all sites.
2.10	Summer School	Implement a targeted summer school program to support the graduation rate and provide instruction and support for students who have missed learning opportunities during the school year. Offer engaging, affirming, and meaningful instruction aimed at helping students develop and enhance knowledge on grade-level standards, ensuring their academic progress and success
Goal 3: Support students' personal growth and learning in safe, nurturing environments, while also enhancing connections and communication between homes, schools, and communities		
3.1	Parent/Guardian workshops and committees	Training and support to educators and families - helps both groups work collaboratively to build trusting relationships and partnerships focused on **supporting** improved student outcomes. These regular workshops and seminars for parents and guardians on topics such as effective communication strategies, navigating

		the education system, and supporting student learning at home will occur through College Success, various parent advisory committees, SAC, ELAC, DELAC, parent/student information, activities, and orientations.
3.2	Parent Engagement and Information Systems	The use of various parent outreach systems, opportunities to communicate about student progress and programming. (Parent Square). CDPs directly communicate with parents about student progress and opportunities for engagement with the school community
3.3	Community Outreach and Student Recruitment	Community Dropout Prevention Specialists engage with community and community partners to spread awareness about CBK and recruit students.
3.4	Enrollment and Attendance Support	Attendance and Registration Technician (ART) directly supports parents in registering students, gathering and maintaining records, and monitoring attendance. Provide a system of attendance interventions and supports
3.5	Transportation Support	Students are provided bus passes to support transportation to and from
3.6	Multilingual Communication	Translation provided to ensure that all communications, including newsletters, websites, notices, meetings, and workshops, are provided in multiple languages to accommodate the diverse linguistic backgrounds of families in the community.
3.7	Behavior Health	Implement and monitor mental health/social health wellness and screener to provide mental health and support by providing a multi-tiered system of intervention. Students have access to licensed behavioral health therapist (BHT) on each school campus. Families are provided direct support and linkage to supporting community agencies and resources.
3.8	Student Activities	School activities such as extra-curricular activities and experiential learning trips to enrich student engagement and foster a stronger sense of connection to the school community
3.9	PBIS	Implement integrated systems of support and other means of correction to improve student behavior in school such as Positive Behavior Interventions and Supports (PBIS), Restorative Practices, MTSS data monitoring and intervention planning, incentives, and other means of Corrections (counseling, mentoring, mental health services, behavior plans) improve student behavior and increase attendance through the GRADS Program. Growth Minded, Resourceful, Actively Engaged, Determined, and Socially Responsible
3.10	School Safety Personnel and Services	Provide campus security supervisors to support safety, social-emotional learning, informal mentorship, and guidance.
3.11	School Safety Equipment	Maintain PPE supplies and school safety equipment/infrastructure (e.g., alarms, security cameras, two-way radios).
3.12	Clean Schools	Implement custodial services, work orders, and contracted services for cleaning at partner sites.

Plan for Special Education

CBK shall ensure that a Free Appropriate Public Education (FAPE) is provided for all students with disabilities attending CBK in accordance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) 20 U.S.C. Section 1400 et seq., and implementing regulations. Pursuant to legal provisions of both federal and state law, eligible students enrolled in charter schools are entitled to special education services provided in the same manner as such services are provided in other public schools and charter schools within the SELPA. CBK shall not discriminate against any pupil in its admission criteria on the basis of disability.

A full continuum of special education programs and related services shall be provided as required by an individual student's Individualized Education Plan (IEP). No student otherwise eligible to enroll in CBK will be denied enrollment due to a disability or the school's inability to procure necessary special education services. CBK shall assume responsibility for compliance with Section 504 of the American with Disabilities Act (ADA).

The CBK Charter shall be considered a school of the Riverside County Superintendent of Schools for the purposes of special education.

CBK Charter Responsibilities

CBK delivers required and appropriate special education and related services to students enrolled in the charter school. These programs and services shall include:

- Child Find.
- Initial, triennial, and other evaluations.
- Individual Education Plan (IEP) development.
- Program and Service delivery for all provisions as delineated in the student's IEP. CBK is solely responsible for providing special and related education services. (A district in which a student physically resides is not responsible for providing special education and related services to any student enrolled in CBK.)
- Special education transportation to the extent necessary to provide the student with a free appropriate public education (FAPE), as indicated in the student's IEP.
- Due process/compliance proceedings.
- Inter and intra/SELPA permits (in accordance with Riverside County SELPA policies and procedures).
- Nonpublic school/agency placements.
- Submission of all required reporting, filings, etc. to fully comply with the Riverside County SELPA and California State Department of Education (CDE) requirements.

Provisions for and Compliance of Special Education Services Referral

CBK refers students for Student Study Teams (SST)/Multi-Tiered System of Supports (MTSS) to determine if alternative interventions are appropriate for students demonstrating low performance. Through this process, parents/caregivers, teachers, key school personnel, or other interested persons systematically review and make suggestions about student performance related to:

- Academic progress;
- Social/emotional development;
- Physical limitations; and/or,
- Behavioral history.

Students are referred for assessment when there is a suspicion that the student has a disability that may be interfering with school performance. Objective and complete data are collected during an initial SST/MTSS referral to ensure appropriate recommendations for each student are made (i.e., work samples, cumulative record review, state assessment results, and health history). At all SST/MTSS meetings, members are assigned responsibilities for monitoring the success of the strategies offered. A follow-up date is scheduled to review the progress of the proposed strategies. In most cases, sufficient progress is noted at the follow-up meeting and more restrictive interventions are not warranted. If progress is not noted, the SST/MTSS may refer the student to a second tier where more intensive research-based curricular strategies are implemented (similar to the leveled tiers in MTSS) or for special education assessments. A formal request from a parent/caregiver to assess a student for special education supersedes the SST/MTSS process, and an Assessment Plan or written response to the request will be generated within 15 calendar days following the receipt of a written request.

Special Education Programs and Services

For students with an identified disability referred to CBK by a local education agency (LEA) or those that are currently enrolled but would like to consider other programs, the following steps are necessary:

Interim Placement IEP Development

CBK adheres to the legal mandates outlined in IDEA and its implementing regulations. When a student with an active IEP transfers to CBK, the student and/or parent is required to complete an enrollment packet and complete and attend an orientation meeting. If the student was receiving special education services at his/her last district, records will be requested. In accordance with Education Code section 56325(a)(2), students who enroll in CBK from another school, whether within or outside of California, shall be provided a FAPE, including services comparable to those described in the student's previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days through a 30-day interim placement. By that time, the student's IEP team shall adopt the previously agreed-upon IEP or shall develop, adopt, and implement a new IEP that is consistent with the law.

The IEP team is comprised of the parent/caregiver (and/or their requested representative[s]), a general education teacher familiar with the student's work, a special education personnel, an individual to interpret assessments, if needed, an administrative representative, and the student. The IEP meetings are facilitated by the CBK administrative representative. Based upon the student's present levels and areas of need identified by the team, goals, objectives, and services are designed to provide meaningful educational benefits for the student. Annual goals and short-term objectives are developed based upon California Grade Level Standards and Frameworks. Progress is consistently monitored, and written documentation of progress toward meeting annual goals is provided to parents/caregivers as per the student's IEP.

The LEA representative must consult with an administrative representative from CBK's Alternative Education program and schedule a transitional IEP meeting. During the transitional IEP discussion surrounding placement and service will be made and a complete annual/transitional IEP will be written to address the student's needs and services that will occur within the CBK program. This will include, but is not limited to, a discussion on whether the student may receive a FAPE by an independent study model of instruction.

Upon enrollment, the staff will meet with the student and parent/caregiver to review the student's current IEP and discuss course assignments. English learners who qualify for special education and related services will have IEP goals that reflect the individual student's linguistic objectives. The educational needs of students with disabilities will be met through:

- Progress monitoring through assessment of progress in meeting student's IEP goals.
- Assignment to a daily schedule based on identified special needs.
- Placement in appropriate courses with highly qualified teachers credentialed to instruct special education students.
- Assignment to core classes and intervention courses for reading and/or math based on the appropriate instructional setting.
- Special modifications and/or accommodations of curriculum or instruction, as specified in their IEP, to enable them to participate successfully in the core curriculum.
- Differentiated instruction by content teachers to engage students in structured reading instruction, development of literacy and math skills, and use of accommodations and/or modifications.
- Individualized Learning Plans (ILPs) with specific goals aligned to IEP goals that are reviewed after 90 days and revised as needed.
- Staff collaboration regarding best practices for working with special education students.
- Encouraged participation of parents/caregivers in outreach activities.
- Collaboration between CBK, RCSS and the Riverside County SELPA to provide appropriate special education services.

Transition Planning and Services for Students with IEPs

For students with IEPs beginning no later than age 16 (or younger, if appropriate), CBK ensures that a transition plan is developed and included within the IEP in accordance with IDEA. The transition plan is based on age-appropriate transition assessments and outlines measurable postsecondary goals related to education or training, employment, and, where appropriate, independent living skills. Transition services are individualized and may include instruction, related services, community experiences, development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills. Students are invited to participate in their IEP meetings when transition is discussed, and interagency collaboration is incorporated as appropriate to support successful movement from school to postsecondary outcomes.

Initial and Triennial Assessments

The California Code of Regulations (CCR) specifies what must be contained in assessment of individuals with exceptional needs and these must be followed for initial and reevaluation assessments for special education program services.

Initial Assessments

A pupil shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized (EC § 56303).

When students are referred for an initial evaluation to determine if they meet eligibility requirements to receive special education, CBK will generate a referral for special education; monitor all legal timelines; develop an assessment plan offering testing in all areas of suspected

areas of disability; coordinate qualified personnel to provide the required testing; distribute written assessment reports to the parent/caregiver prior to the IEP meeting; generate IEP meeting notices; develop and facilitate the IEP meeting ; and, distribute copies of the IEP paperwork to appropriate personnel.

Timeline for referral for special education evaluations (EC § 56043):

a) A proposed assessment plan shall be developed within 15 calendar days of referral for assessment, not counting calendar days between the pupil's regular school sessions or terms or calendar days of school vacation in excess of five schooldays, from the date of receipt of the referral, unless the parent or guardian agrees in writing to an extension, pursuant to subdivision of EC § 56321.
b) A parent or guardian shall have at least 15 calendar days from the receipt of the proposed assessment plan to arrive at a decision, pursuant to subdivision (c) of EC § 56321.
c) Once a student has been referred for an initial assessment to determine whether the student is an individual with exceptional needs and to determine the educational needs of the student, these determinations shall be made, and an individualized education program team meeting shall occur within 60 days of receiving parental consent for the assessment, pursuant to subdivision (a) of EC § 56302.1, except as specified in subdivision (b) of that section, and pursuant to EC § 56344.

Following the completion of the assessment, an Individualized Education Program (IEP) team convenes to review all evaluation data and determine eligibility in accordance with IDEA. The team considers whether the student meets criteria under one or more disability categories, whether the disability adversely impacts the student's educational performance, and whether the student requires specialized instruction and/or related services to access the educational program. Eligibility is determined using multiple measures and not based on a single assessment or score. If the student is found eligible, an IEP is developed to address identified needs; if not, appropriate general education supports are considered.

CBK utilizes the Riverside County SELPA web-based Special Education Information System (SEIS) to complete all IEPs and report CASEMIS information.

Triennial Re-Evaluation

At least once every three years, a student may be reassessed to determine his/her continued eligibility to receive special education services. The purpose of the triennial re-evaluation is to determine a continuing need for special education, to consider appropriate interventions and services, and to meet the student's needs in the least restrictive environment. Before completing a triennial re-evaluation, the assessment team will meet to review previous evaluations and functioning in the present placement.

When developing an Assessment Plan, all the areas of the suspected disability will be considered. This may include assessment by the psychologist, special educator and/or related service professionals as appropriate.

A student may exit special education services when the IEP team determines that the student no longer meets eligibility criteria under IDEA or no longer requires specialized instruction to access the educational program. Reevaluation data, progress monitoring, and multiple measures are

considered in making this determination. Additionally, students exit special education upon graduation with a regular high school diploma or upon exceeding the age of eligibility. Prior to exit due to graduation or aging out, the district provides a Summary of Performance that includes information on the student's academic achievement and functional performance, along with recommendations to support the student's postsecondary goals. Parents/guardians and students (as appropriate) are informed and involved throughout the exit process.

Identification of Special Education Services for English Learners

Before an English Learner is referred for special education, their level of English proficiency will be determined to ensure that any lack of acquisition of language skills is not the reason for lower academic performance. Personnel fluent in a student's native language and familiar with their native culture will participate during the SST/MTSS process and during the referral, assessment and identification processes for determining the eligibility for special education.

The limited English proficiency/fluent English proficiency status of a student will be used to determine the language that he/she will be assessed in when a formal referral to special education is made. Assessments will be provided and administered in the language and form most likely to yield accurate information on what the pupil knows and can do academically, developmentally, and functionally, unless it is not feasible to so provide or administer as required by Section 1414(b)(3)(A)(ii) of Title 20 of the United States Code.

The students' home language will be documented on the IEP. When requested by a parent, an interpreter will be provided to translate during IEP meetings and is available to transcribe all written documents (assessment reports, IEP forms, Parent Rights and Procedural Safeguards, etc.). At all IEP meetings involving English Learners, the IEP team notes whether eligible students will be provided special education services in their primary (L-1) or secondary (L-2) language. All goals and objectives for bilingual students are developed in collaboration with BILA general education staff to ensure linguistically appropriate goals and objectives are developed and that the students' language acquisition needs are taken into account when the IEP is developed. Special education personnel who assess and deliver services outlined in the student's IEP have CLAD certification.

Staffing, Curriculum, Service Provisions, and Student Accountability

All special education services are provided by qualified staff. Special education services will supplement general education and will not supplant other sources of federal, state, and local funds apportioned to CBK. Students with disabilities are provided with accommodations and modifications to allow access to the same core curriculum as their general education counterparts and as outlined on their IEPs. All are expected to participate in any state graduation exit exams and/or, required state performance assessment. If parents/caregivers of students with disabilities waive their students' participation in standardized testing, students complete alternative norm-referenced assessments to measure their annual progress.

All services, supplementary materials, or assistive devices required to access core curriculum are provided at no cost to the student. No facilities utilized for purposes of special education shall present any physical barrier that would limit an eligible student's full participation in the educational program. Differentiated or weighted grading policies or practices are not utilized for students with disabilities, except to the extent provided in their respective IEPs.

CBK offers a full continuum of placement options for students with disabilities. Special education services include, but are not limited to, the following:

- Assessment
- Individual Education Program (IEP) Review and Development
- Behavioral Analysis and Intervention
- Teachers on Assignment
- Specialized Academic Instruction
- Educationally Related Mental Health Services (ERMHS)
- Related Services

Disenrollment, Suspension, Expulsion

Attendance for special education services is monitored closely to ensure access to all placement, services, and supports as outlined in the student's IEP. If a student misses two sessions in a month, CBK contacts the family. If three consecutive special education sessions with a provider are missed, an IEP meeting is called to ensure the CBK personalized learning model remains an appropriate placement for the student and to discuss steps the IEP team will take to carefully monitor progress that assures educational benefit for the student. Any suspension, expulsion, or other involuntary removal from CBK for any reason will be conducted in accordance with the due process requirements of EC § 47605(c)(5)(J), as further described in Section X of this Charter.

School Discipline and Placement Procedures for Students with Disabilities

Students with disabilities will be disciplined in accordance with this Charter and the Parent/Student Handbook, except that students with disabilities will be afforded the protections in federal law against an unlawful change in placement. No identified special education or Section 504 student will be removed for more than ten (10) school days per calendar year without a Manifestation Determination meeting to determine if his/her misconduct is a manifestation of his/her disability.

Students with disabilities may be suspended or placed in other alternative interim settings or other settings to the same extent these options would be used for students without disabilities. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a student with a disability who violates a code of student conduct. A manifestation determination will be held to determine the need for a change of placement from the current setting when (1) the administrator has decided to suspend the student for ten or more cumulative days, and/or (2) removal of the student for more than ten consecutive days has been considered. This manifestation determination meeting must take place within ten days of the school district's decision to take this type of disciplinary action. (20 USC § 1415(k))

Parents/caregivers will be invited to participate as a member of the IEP Team. During the meeting, the team members will discuss the alleged misconduct and the student's relevant disciplinary history, current IEP, educational placement, behavior supports, attendance and health records, and assessment reports on file. They will also consider teacher observations, relevant information provided by the parent/guardian, and other relevant unique circumstances to be considered. From this discussion, the team will make manifestation determination review findings and recommendations. The options are to either not continue with the discipline process and consider changes to current IEP or continue with the discipline processes as would be applicable to nondisabled students.

After a student with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the student to continue to participate in the general education curriculum and progress toward meeting the goals set out in the student's IEP. Also, a student will receive, as appropriate, a functional behavioral assessment and behavioral interventions which are

designed to address the behavior violation so that it does not recur.

Under federal law, a school district may place a student in an appropriate interim alternative placement for up to forty five (45) days under certain circumstances. Those circumstances are when the student has carried a weapon or has knowingly possessed or used illegal drugs or sold or solicited sale of controlled substances at school or a school function or committed serious bodily injury. (20 USC § 1415(k)) Alternative educational settings must allow the student to continue to participate in the general curriculum and ensure continuation of services and modifications detailed in the IEP (34 CFR § 300.530; EC § 48915.5(b)).

If there is disagreement with the IEP Team's decision, the parent/guardian/adult student may request an expedited due process hearing from the California Department of Education's Special Education Hearing Office, which must occur within twenty (20) school days of the date on which the hearing was requested (20 USC § 1415(k)(2); 34 CFR § 300.531(c)). If parent/guardian/adult student requests a hearing or an appeal regarding disciplinary action or manifestation determination, the student will stay in the interim alternative setting unless the maximum of 45 days is reached, another time frame is established by a hearing officer, or the parents and school district agree to another placement (34 CFR § 300.533).

A school psychologist will be involved in all phases of expulsion proceedings and the parent/student will be provided due process rights throughout. In cases where suspension (beyond 10 days per year) or expulsion is recommended following the manifestation determination meeting, the Riverside County Associate Superintendent of Schools, Student Programs and Services will be notified and the regular discipline procedures will apply.

Maintenance of Special Education Records

CBK shall maintain all identified students' special education records, use appropriate forms/software, and file reports as necessary to maintain legal compliance. CBK shall verify the accuracy of all reports and submit them in a timely manner as required by the Riverside County SELPA. The following records will be maintained by CBK for three (3) years:

- Student Registration Form, running record of entry and exit dates
- Psycho-educational reports and other assessment documentation
- Behavior contract – Behavior Support Plans
- Initial referral for special education, if referred by the County (including date of referral, date of SST meeting, date assessment completed, and date of review by 504 or IEP team)
- Referral for evaluation prior to significant change in placement (including date of referral, date assessment completed, and date of review by 504 or IEP team)
- Testing Information (protocols)
- IEP(s) (including entering IEP and any County IEP)
- 504 Plan(s) (including entering Plan and any County Plan)
- Interim Placement (including the date of any interim placement, participants in the interim placement decision, and a description of the interim placement)
- Request for records (including date of each initial and follow-up request, and date of receipt)
- Date incoming student identified as disabled by the County
- Date site notified County office and site special education staff that incoming student identified as disabled
- Date(s) student file is transferred between sites and/or between the site and the County office

Special Education Funding

Riverside County SELPA shall allocate funding to RCSS for services to CBK for the provision of special education services in accordance with Assembly Bill (AB) 602. CBK will contract for special education services with qualified providers who possess appropriate special education credential(s) for needed service that are not provided by CBK. All expenditures associated with delivery of said special education services are the responsibility of CBK. CBK shall be responsible for all special education costs in excess of revenues received from the Riverside County SELPA.

Riverside County Superintendent of Schools, in cooperation with the Riverside County SELPA, shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal, state and local funds apportioned to CBK.

CBK shall access and oversee all funds generated through the Riverside County SELPA's low incidence funding model. Following the existing guidelines developed within the SELPA, CBK shall ensure that low incidence funds are dispersed solely for students eligible to access these funds. CBK shall be responsible for inventory, maintenance, and training on the use of the equipment. The equipment shall remain the property of the Riverside County SELPA.

CBK is a school of RCOE for the purposes of special education and receives funding and services through RCOE's membership in the Riverside County SELPA.

Parent/Caregiver Concerns/Complaints

Parent/caregiver concerns regarding special education services shall be directed to CBK. CBK shall address the parent/caregiver concerns. CBK will address, respond to, investigate, and take any and all necessary action to respond to and attend to all complaints involving special education and IDEIA compliance.

Parents/Caregivers may request a due process hearing from the Office of Administrative Hearings ("OAH") regarding:

- The identification of their student for special education eligibility.
- The assessment of their student.
- The educational placement of their student.
- The provision of a free appropriate public education (FAPE) for their student.

The request for a due process hearing must be filed within *two years* from the date parent/guardian/adult student knew or had reason to know of the facts that were the basis for the hearing request (20 USC §1415(b)(6); 34 CFR § 300.507; EC §§ 56043(r),56501 and 56505(l)) There are exceptions to this timeline if the parent/caregiver is prevented from requesting the hearing earlier because:

- The LEA misrepresented that it had resolved the problem.
- The LEA withheld information that should have been provided to the parent (20 USC § 1415(f)(3)(D)).

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys' fees as a part of the costs to the parent of a student with a disability if they are the prevailing party in the hearing. Reasonable attorneys' fees may also be made

following the conclusion of the administrative hearing with the agreement of the parties (20 USC § 1415(i); EC § 56507(b)). CBK may initiate a due process hearing concerning an enrolled student as the Charter determines it legally necessary to meet CBK's responsibilities under federal and state law.

Section 504 of the Rehabilitation Act of 1973

Following any initial or triennial assessment, if a student has a documented learning or related disability but does not meet other eligibility requirements for special education, the IEP team will consider the assessment results in making a determination as to whether or not the student may be eligible to receive appropriate accommodations under Section 504 of the Rehabilitation Act of 1973. If the student is determined to be eligible under Section 504, an Accommodation/Modification Plan will be developed to ensure that the student has access to the curriculum.

Students who are not referred for special education under IDEA, or who do not meet IDEA eligibility criteria, may be referred for consideration under Section 504 when there is reason to believe a physical or mental impairment is substantially limiting a major life activity. Referrals may be made by teachers, parents/guardians, or other school staff. Upon referral, CBK reviews relevant data, including academic performance, attendance, health information, and input from staff and families. A team of knowledgeable staff determines eligibility based on multiple measures. If eligible, a 504 Plan is developed; if not, general education supports are considered. Parents/guardians are notified of all decisions and provided procedural safeguards.

A student is considered to be a person with a disability under Section 504 if he/she is someone who:

- Has a physical or mental impairment that "substantially limits" one or more major life activity.
- Has a record of the impairment.
- Is regarded as having impairment, or a significant difficulty that is not temporary.

An existing 504 Plan of a student entering CBK will be implemented at the school. A meeting will be held with appropriate staff to ensure that the 504 Plan continues to address the accommodations, modifications, and other services which may be required by the student in order to access the curriculum.

Plan for English Learners

CBK is committed to high levels of academic success for all students, including English learners (ELs). CBK meets all applicable legal requirements for ELs including, but not limited to, annual notification to parents/caregivers; student identification, placement, program options, and EL and core content instruction which are research-based; teacher qualifications and training; re-classification criteria and process to reclassify qualified students to fluent English proficient status; monitoring and evaluating program effectiveness; and, standardized testing requirements. CBK implements policies to assure proper placement, evaluation, and communication regarding EL and the rights of students and parents.

CBK serves an EL population reflective of the student population in Riverside County. CBK emphasizes continual improvement dedicated to strengthening and expanding EL strategies. To ensure CBK has qualified staff to serve EL students, CBK recruits staff with the proper training

and success with EL students, including a CLAD or BILA certificate. CBK provides ongoing training opportunities for staff in EL strategies utilizing specially designed academic instruction in English (SDAIE) strategies, Integrated ELD standards, differentiated instruction, and Universal Design for Learning (UDL) strategies. Teachers meet in monthly data team meetings to monitor the academic progress of EL students.

The CBK provides Designated English Language Development (ELD) instruction to support English Learners in developing proficiency in listening, speaking, reading, and writing in English. Designated ELD is provided during a protected time and is aligned to the California ELD Standards.

CBK utilizes an ELD Teacher on Special Assignment (TOSA) to deliver targeted instruction through small group sessions based on students' English language proficiency levels. Instruction is supported through the use of *Language Tree*, an online curriculum that aligns with the independent study model and allows for flexible, individualized learning. The program provides structured lessons, progress monitoring, and opportunities for students to build language skills necessary for academic success.

Designated ELD instruction is coordinated with core content instruction to ensure students are able to access grade-level standards while continuing to develop English language proficiency.

Home Language Survey

CBK shall comply with all applicable state and federal laws related to the education of EL students. CBK shall develop, implement, and maintain policies and procedures for the provision of services to EL students, including identification, assessment, and assignment to appropriate academic and English language development courses. At the initial enrollment conference, the Home Language Survey will be administered to determine EL status.

Establishing English Language Development Proficiency

All students who indicate that their home language is other than English are required to complete an assessment of English language proficiency within 30 days of initial enrollment. Students are tested annually to measure their language growth until re-designated as fluent English proficient.

State and federal law require that local educational agencies administer a state test of English language proficiency (ELP) to eligible students in kindergarten through grade twelve. Students will take the Initial Assessment if: the student has a primary language other than English; the student has not taken the English Language Proficiency Assessments for California (ELPAC) before; and the student has not been classified as an English learner.

The ELPAC is the state ELP assessment. It is comprised of two separate ELP assessments: one for the initial identification of students as ELs, and a second for the annual summative assessment to measure a student's progress in learning English and to identify the student's level of ELP. The ELPAC summative assessment is administered to all English learners from February 1 through May 31 each year.

The ELPAC is aligned with the 2012 California ELD Standards, which have three proficiency levels (Emerging, Expanding, and Bridging). The ELPAC consists of four performance level descriptors (PLDs), which take into account the categories of Emerging, Expanding, and Bridging. These four PLDs are structured so that for the summative assessment, a recommendation to consider an English learner for reclassification would be based on the threshold between level 3

and level 4. For the Initial Assessment (IA), a student whose IA results fall at or above the threshold between level 3 and level 4 would be considered Initial Fluent English Proficient (IFEP).

CBK notifies parents/guardians of the assessment of their child's English proficiency and includes whether their child is a long-term EL or is an EL at risk of becoming a long-term English learner.

Reclassification Procedures

Reclassification Criteria are based on Section 313 of the California Education Code. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English, including, but not limited to, all of the following:

1. Assessment of English language proficiency (ELP), using an objective assessment instrument, including, but not limited to, the state test of English language development; and

2. Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement process and encouragement of the participation of parents or guardians in the school's reclassification procedure.

3. Comparison of the pupil's performance in basic skills against an empirically established range of performance levels and basic skills (based upon the performance of English proficient pupils of the same age demonstrating to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

CBK notifies parents/caregivers of its responsibility for ELP testing. Test results will be given to parents/caregivers within 30 days of receiving results. The goals of the EL plan are to provide students with the following:

- Equal access to curriculum and instructional materials at the appropriate level of their acquired English Proficiency level.
- Standards-based English language development curriculum.
- Qualified teachers who can equip EL students in their effective acquisition of English proficiency in content standards.
- Culturally relevant curriculum to foster a positive self-image and to promote cross-cultural understanding.
- Opportunity for English learners to receive support from EL certified teachers.

ELs develop their English language ability through the use of standards-based curriculum. The needs of English Learners are met through:

- Progress monitoring through assessment of growth in attaining English proficiency.
- Assignment to a daily assignment schedule, including ELD, based on proficiency level.
- Placement in courses with highly qualified teachers authorized to teach ELs.
- Assignment to core classes using scaffolding, universal design for learning (UDL) strategies, and intervention courses for reading and/or math based on appropriate instructional setting.
- Content teachers engaging students in structured academic discourse; systematic, explicit, intensive, differentiated reading instruction; and, development of literacy skills along with oral proficiency and literacy in English.
- Teacher use of scaffolding content and structured, collaborative activities throughout instruction.

- Individualized Learning Plans (ILPs) with specific goals identified for increased English literacy skills that are reviewed after 90 days, and revised as needed.
- Staff collaboration regarding best practices in working with EL students.
- Primary language support provided by teachers in a Structured English Immersion SEI.
- Encouraged participation of parents in English Language Advisory Council (ELAC) and outreach activities with communication in the parent/caregiver home language.

Providing English Learners (EL) full access to a rigorous curriculum is accomplished through a variety of strategies, guided by research-based principles for teaching EL students. The following information, adapted from the Northwest Regional Education Laboratory, summarizes some of those principles and strategies:

- Use of nonverbal cues, using graphic organizers, hands-on learning, and cooperative/peer tutoring.
- Use of cooperative learning, study buddies, project-based learning, and one-to-one student/teacher interactions.
- Use of higher-order thinking questions, modeling thinking language by think-alouds, explicit teaching, test and study skills, and high expectations.
- Use of the native language to increase comprehensibility.
- Total Physical Response (TPR).
- Language Experience (Dictated Stories).
- Scaffolding and activating prior knowledge.
- Use of realia and manipulatives.
- Project-based service learning

Plan for Students who are Academically Low Achieving

CBK implements a Multi-Tiered System of Support (MTSS) for students to provide the consistent structure, strategies, and practices needed to increase the success of all students. This model will address both academics and behavior. Students receive assistance through rigorous first-best instruction and extra instructional support with targeted interventions if needed (Appendix E).

Curriculum Intervention

Upon entering CBK, students are assessed to determine their individual levels of proficiency in English language arts and math. Results of the assessment are used to determine course placement and instructional levels that best meet the student's current academic level needs. Students who test two grade levels below grade level in language arts and/or math are placed in credit intervention courses as part of their academic schedule. Weekly intervention support is conducted in English Language arts and mathematics to assist students needing intervention strategies to build basic skills. Additional tutoring in math and ELA are provided throughout the year by teachers and contracted tutors. Students are provided with opportunities to participate in an online learning system for credit recovery, reading and math interventions and other interventions as needed.

Learning and Behavioral Interventions

The CBK independent study program utilizes a MTSS model. This model is practiced during monthly collaborative meetings in which all stakeholders in student success take part in a conversation about the student's attendance, socio-emotional, and academic needs. Individualized intervention plans are developed and monitored for effectiveness.

CBK utilizes Student Attendance Review Teams (SART) to provide extra assistance to students in danger of dropping out due to poor grades, attendance, and/or behavioral issues. CBK site teams

are designed to work with the student and the parent to identify obstacles preventing success and provide the support needed to be successful at the school. It is anticipated that the SART will be held every month for students who have three or more absences and are in danger of being identified as a habitual truant.

Plan for Students who are Academically High Achieving

The rigor of the instructional programs at CBK reflects the goals for all students to graduate, to be prepared for the workforce, and be prepared for college. CBK provides teachers materials- based professional development for the California standards-based curriculum. Students are encouraged to take UC/CSU A-G approved college preparation courses. Advanced Placement preparation courses are offered through an online platform. Concurrent enrollment courses are offered at several CBK sites, and all students have the option to be dually enrolled in community and four-year colleges. All CBK students are encouraged to participate in a variety of courses which prepare them for future careers including computer science coding courses, exploratory courses in high-tech manufacturing, online and in person CTE courses.

Specialized Health and Safety Education Programs

Abusive Relationships

CBK ensures that all pupils in grades 9 to 12 receive comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education and instruction about adolescent relationship abuse and intimate partner violence and the early warning signs thereof.

CBK ensures that all pupils in grades 9 to 12 receive a comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education, as specified. Instruction includes, among other things, information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking. Instruction includes information about sexual abuse and to include information about human trafficking instead of sex trafficking.

Sexual Abuse and Sexual Assault Awareness and Prevention Education

CBK provides age-appropriate instruction for students in sexual abuse and sexual assault awareness and prevention. An opportunity to opt out of the instruction is provided.

Sexual Abuse and Sex Trafficking Prevention Education

CBK provides sexual abuse and sex trafficking prevention education which includes instruction on the frequency and nature of sexual abuse and sex trafficking, strategies to reduce their risk, techniques to set healthy boundaries, and how to safely report an incident. An opportunity to opt out of the instruction, and assessments related to the instruction is provided.

Sexual Health Education

CBK provides all pupils in grades 9 to 12, with the comprehensive sexual health education and HIV prevention education. It is intended to ensure that pupils in grades 7-12 are provided with the knowledge and skills necessary to:) protect their sexual and reproductive health from HIV, other sexually transmitted infections, and unintended pregnancy; 2) develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; and 3) have healthy, positive, and safe relationships and behaviors. It also promotes understanding of sexuality as a normal part of human development, and their development of healthy attitudes and behaviors concerning adolescent growth and development, menstrual health, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.

Parents or legal guardians have the right to:
1. Inspect the written and audiovisual educational materials used in the comprehensive sexual health and HIV prevention education.
2. Request in writing that their child not receive comprehensive sexual health or HIV prevention education.
3. Request a copy of Education Codes 51930 through 51939, the California Healthy Youth Act.
4. Be informed whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants.
5. Receive notice by mail or another commonly used method of notification no fewer than 14 days before the instruction is delivered if arrangements for the instruction are made after the beginning of the school year.
6. When the district chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV prevention education, be informed of:
a. The date of the instruction
b. The name of the organization or affiliation of each guest speaker

SECTION II: MEASURABLE STUDENT OUTCOMES

CBK's measurable goals and student outcomes are aligned with the eight state priorities in the local control and accountability plan (LCAP) (EC §§ 52060, 52066). This includes a comprehensive assessment system that focuses on student performance as the key component to demonstrate student success and competency using multiple assessment measures. CBK administers the mandated state assessments as required by EC §60600, et seq. CBK conducts an evaluation of student academic performance as a part of the LCAP Annual Update to determine if students are achieving at levels that are at least equivalent to or exceeding those achieved by students in similar type school, both within the county and across the state. CBK focuses on the following metrics as delineated in the eight state priorities for the LCAP:

Priority 1-Basic Services:

A. CBK teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching.
B. CBK students have sufficient access to the standards-aligned instructional materials as measured by the Textbook Sufficiency Report.
C. CBK facilities are maintained in good repair as measured by the Facilities Inspection Tool.

Priority 2-Implementation of State Standards:

A. The implementation of state board adopted academic content and performance standards for all students as measured by the California Standards Implementation Reflection Tool:
    a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
    b. Mathematics – CCSS for Mathematics
    c. English Language Development (ELD)
    d. Career Technical Education
    e. Health Education Content Standards
    f. History-Social Science
    g. Model School Library Standards
    h. Physical Education Model Content Standards
    i. Next Generation Science Standards

j. Visual and Performing Arts
k. World Language; and

B. How CBK programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3-Parental Involvement:

- Surveys of parents on CBK's efforts to seek parent input in making decisions, promoting parental participation in programs, and promoting parental participation in programs, specifically for unduplicated students (low-income, English learners, foster youth) and for individuals with exceptional needs.

Priority 4-Pupil Achievement:

A. Statewide assessments including the CAASPP, CAST, CAA, and ELPAC;
B. The Academic Performance Index;
C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
D. The percentage of English learner pupils who make progress toward English proficiency as measured by the ELPAC;
E. The English learner reclassification rate;
F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5-Pupil Engagement:

A. School attendance rates;
B. Chronic absenteeism rates;
C. High school dropout rates; and
D. High school graduation rates.

Priority 6-School Climate:

A. Pupil suspension rates;
B. Pupil expulsion rates; and
C. Surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7-Course Access:

A. A broad course of study including courses described under EC §§ 51210, 51220(a)-(i), as applicable;
B. Programs and services developed and provided to unduplicated pupils; and
C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8-Pupil Outcomes:

- Addresses pupil outcomes, if available, for courses described under EC §§ 51210, 51220(a)-(i), as applicable, such as student scores on local assessments including computer-based credit

recovery systems and tests in the core English-language arts, mathematics, social science, and science.

In addition to the LCAP, as a Dashboard Alternative School Status (DASS) charter school, CBK's measurable student outcomes are based on alternative metrics established by agreement with Riverside County Office of Education pursuant to Education Code section 47607(c)(7). These alternative metrics, which are designed to address the student population served by CBK.

SECTION III: METHODS FOR MEASURING OUTCOMES

LCAP Priorities and Metrics

CBK conducts an evaluation of student academic performance using the metrics in the eight state priorities as a part of the LCAP Annual Update. CBK focuses on the following metrics as delineated in the eight state priorities for the LCAP:

State Priorities	Metrics
Priority 1-Basic Services:	• Teacher assignment records, • Textbook Sufficiency Report • Facilities Inspection Tool
Priority 2-Implementation of State Standards:	• California Standards Implementation Reflection Tool
Priority 3-Parental Involvement	• Parent Survey of CBK's efforts to seek parent input in making decisions, promoting parental participation in programs, and promoting parental participation in programs for individuals with exceptional needs.
Priority 4-Pupil Achievement	• CAASPP • CAST • CAA • Academic Performance Index • UC a-g rates • CTE pathway completion • Percentage of English learner pupils who make progress toward English proficiency as measured by the ELPAC • English learner reclassification rate • Advanced placement examination passing rate with a score of 3 or higher • The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.
Priority 5-Pupil Engagement	• Student attendance rates • Chronic absenteeism rates • High school dropout rates • High school graduation rates.
Priority 6-School Climate	• Pupil suspension rates • Pupil expulsion rates • Surveys of pupils, parents, and teachers on the sense of safety and school connectedness.
Priority 7-Course Access	• Student enrollment in a broad course of study • Programs and services developed and provided to unduplicated pupils; and students with exceptional needs
Priority 8-Pupil Outcomes	• Student outcomes on local assessments including: ✓ computer-based credit recovery systems ✓ Tests in English-language arts and mathematics

In addition, CBK qualifies as a DASS school and is eligible for evaluation using an alternative metrics system.

Dashboard Connection		**Measure**
Academic Achievement	ELA	NWEA MAP Growth Percentile
	Mathematics	NWEA MAP Growth Percentile
	English Language Development	ELPAC Participation Rate
		English Language Development Rate
		Reclassification Rate
	College/Career Readiness	A-G Course Completion
		Dual Enrollment Credit Completion
Academic Engagement	Attendance	Average Daily Attendance
	High School Completion	Course Success Rate
		One-year Graduation Rate
Condition/ Climate	School Safety	CA Healthy Kids Survey Results
	School Connectedness	CA Healthy Kids Survey Results
	Social/Emotional Learning	Panorama Survey Results
	Suspension	Suspension Rate

Formative Assessment
CBK administers initial placement assessments as well as academic assessments throughout the year. Assessments allow the identifying of student needs and growth areas in targeted academic curricular standards. Ongoing formative assessments measure each student's progress in mastering reading and math skills. Assessments based on anchor standards in ELA and Math. These standards are integrated into all core and elective classes. Quarterly Common Assessments are used to determine mastery of anchor standards to assess each student's subject matter knowledge, teachers build common assessments from the test bank Assessments also include NWEA MAP assessment and Language Tree's test of language development (TOLD).

Summative Assessment
To measure growth in student achievement, CBK annually uses the California Department of Education evaluation tools such as California Assessment of Student Performance and Progress (CAASPP), California Science Test (CAST) or California Alternate Assessment (CAA) or Standards-based Tests in Spanish (STS), and the English Language Proficiency Assessments for California (ELPAC) or other state-adopted assessments as required. Qualified students with disabilities or required language supports will be ensured placement in the appropriate state assessment, CAA or STS, and provided appropriate supports or modifications for all state tests.

Use and Reporting of Data
CBK develops an Individual Learning Plan (ILP) for each student that documents his/her current achievement scores and delineating specific areas of need and goals to address them by utilizing data stored within the student information system along with college and career readiness goals. The purpose of the ILP is to allow each student entering into the CBK program to team with their parent/caregiver and teacher to set and monitor obtainable future goals. Student progress is measured by ongoing standards-based assessments for academic achievement utilizing 90-day interval assessments through the NWEA MAP-platform

Academic assessments are administered at defined intervals throughout the year for the purpose of measuring student need and growth areas in targeted standards. Data derived from these evaluations are used to individualize instruction as each student participates with his/her instructor and parent to design an ILP.

Teachers and staff will utilize the local Power BI data collection system, to enter and access student data related to achievement scores from state tests, along with school benchmark and common assessments. Staff members will use the appropriate Student Information System (Aeries) to collect and analyze student behavior data (attendance, behavior and interventions) and credits completed toward graduation. The hardware and software of both will be well-maintained by trained support staff.

Based on a professional learning community (PLC) model, school site data teams will meet weekly to analyze data and monitor student achievement and make adjustments in provision of extra time and support that may be needed by struggling students. Those students who continue to struggle after strategic support is given will be accommodated in an intervention plan in alignment with the Multi-Tiered System of Supports (MTSS) framework.

SECTION IV: GOVERNANCE STRUCTURE

CBK is a public charter school authorized by the Riverside County Board of Education and governed and administered by the Riverside County Superintendent of Schools through the Riverside County Office of Education. Through its role of long-range policy development and other critical functions and responsibilities, Riverside County Board of Education works with the Riverside County Superintendent of Schools to offer the most effective educational programs and services available.

The Riverside County Board of Education retains roles and responsibilities as defined in EC §§ 1040 – 1047 for the CBK Charter. The Riverside County Board of Education is responsible for approving CBK's annual budget, adopting curriculum, and acquiring real property for the purpose of housing CBK programs and services. This Board is required to complete and comply with all legal trainings as identified in educational code, including but not limited to ethics training. CBK follows all applicable policies set forth by Riverside County Board of Education and the administrative regulations set by the Riverside County Superintendent of Schools.

CBK will operate as a charter school of the Riverside County Office of Education. CBK will maintain an agreement with the Riverside County Office of Education for the provision of business, educational support, and administrative services, including, but not limited to, personnel, accounting, and payroll services.

CBK will be non-sectarian in its programs, admissions policies, employment practices, and all other operations; shall not charge tuition; and shall not discriminate on the basis of race, ethnicity, national origin, gender, or disability, or any other protected characteristic.

Role of Chartering Authority

As the chartering authority, the Riverside County Board of Education is responsible for fulfilling its statutory oversight responsibilities as required by law, including the duties identified in EC § 47604.32. The Riverside County Board of Education is responsible for reviewing and taking action on charter petition renewal and material revision requests, and has the authority to initiate revocation proceedings if necessary as provided by EC § 47607.

Role of Governing Authority

As the governing and administrative authority of CBK, the Riverside County Superintendent of Schools is responsible for making policy and executive decisions regarding CBK, except for those responsibilities held by the Riverside County Board of Education pursuant to the Education Code. The Riverside County Superintendent of Schools directs and oversees the administration of CBK through the Riverside County Office of Education. As used in this Charter, the term "Governing Authority" means the Riverside County Superintendent of Schools.

Conflict of Interest Regulations

CBK shall comply with the rules concerning the avoidance of conflicts of interest under the Political Reform Act (Government Code §§ 87100 et seq.) and Government Code sections 1090 et seq., as made applicable to charter schools pursuant to Education Code section 47604.1.

School Advisory Committee

Parent and community involvement in the operation of CBK is an integral factor in ensuring that CBK addresses the needs, concerns and expectations of the families and communities of CBK students. The School Advisory Committee ensures the school program is aligned to the charter elements and the LCAP goals and action/strategies and makes recommendations

to the principal on design and other pertinent requirements of the operations of the school.

The School Advisory Committee consists of the principal, the Riverside County Associate Superintendent of Schools, Student Programs and Services or designee, parents, employees, students, and community stakeholders. The School Advisory Committee meets quarterly and provides input to the Riverside County Superintendent of Schools on general school issues, policies, and other charter school interests and activities.

English Learner Advisory Committee
In the event that the CAC enrolls more than 20 English learner students, an English Learner Advisory Committee (ELAC) will be formed. The ELAC will consist of parents, staff, and community members designated to advise CAC on its English Learner program consistent with California EC §§ 35147(c), 52176(b) and (c), 62002.5, and 64001(a).

Parent/Student Engagement
Student, parent and community involvement in the operation of the school will be an integral factor in ensuring that CBK addresses the needs, concerns and expectations of the families and communities of our students.

Principal
The day-to-day operations of CBK are the responsibility of the principal, who:

- Provides instructional leadership;
- Makes recommendations for staff recruitment;
- Evaluates staff;
- Enlists parent and staff involvement;
- Administers and oversee student activities;
- Monitors the implementation of curriculum;
- Implements school policies;
- Selects instructional materials;
- Recruits community and business partners;
- Participates in school/community affairs;
- Promotes professional and academic excellence;
- Deploys and manage technology programs;
- Administers budgets and other related fiscal responsibilities;
- Assures regular school/home communication; and,
- Resolves personnel and student issues.

Public Meetings
CBK will ensure compliance with the open meeting laws under the Ralph M. Brown Act (Gov. Code §§ 54950 et seq.). When a public meeting or public hearing is specifically required by law for any activity or action to be taken by the Riverside County Board of Education (RCBE) a public meeting will be called, publicly noticed as otherwise prescribed by law, and conducted in such a manner that permits stakeholders and other members of the public to attend and participate in the meeting.

SECTION V: EMPLOYEE QUALIFICATIONS

All staff of CBK possess the knowledge, skills, experiences, and personal qualities to work effectively as a team in providing a positive and empowering educational experience for students. CBK recruits professional, effective, and qualified personnel for all administrative, instructional, and support capacities who possess the knowledge and abilities to support the mission of CBK. All staff shall accept and implement the philosophy of CBK to provide a positive environment for students to reach their academic and social potential. All new employees or contracted staff must comply with pre-employment requirements as mandated by law (e.g., fingerprinting, proof of identity, evidence of right-to-work in the United States, and TB screening).

CBK shall be nonsectarian in its employment and contracting practices and all other operations. CBK shall not discriminate against any individual, employee, or pupil on the basis of actual or perceived disability, nationality, race or ethnicity, religion, sexual orientation, gender, gender identity, gender expression, or any other characteristics contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or one's association with any of those characteristics.

All requirements for employment set forth in applicable provisions of law will be met, including, but not limited to teacher credentials. Teachers in the charter school shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. Credentialing documents shall be maintained on file at CBK and are subject to periodic inspection by RCOE and RCSS. All teachers at CBK shall have obtained a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

CBK staff shall be comprised of the principal, the appropriate number of teachers required to meet teaching ratios (as defined by contract language and/or state guidelines), and non-certificated staff as necessary.
The principal will receive and implement training for:

- Leadership for and monitoring of the positive learning environment.
- Leadership for and monitoring of the Positive Behavior Support system.
- Monitoring of the implementation of standards-based adopted programs in ELA, reading, ELD, mathematics, and common core curriculum.
- Monitoring instruction through regular classroom observations.
- Monitoring standards-based instruction and research-based instructional strategies.
- Monitoring analysis of student performance data.
- Monitoring of appropriate programs and services for English learners and special education students.

All instructional staff will receive and implement training for:

- Asset building to inoculate students with resilience, helping them resist risky behaviors and thus reducing barriers to learning.
- Research-based alternative education strategies and methods.
- Positive behavior management.
- Materials-based professional development to implement adopted programs.
- Using standards-based instruction and research-based instructional strategies.
- Using the student information system and student assessment system.
- Analysis and use of data to build greater collaborative support.
- Identification of student learning needs through assessments data in reading and math.
- Supporting the needs of English Learners and special education students.

Principal

The minimum criteria for this position include:

- Valid California Teaching Credential;
- Valid Administrative Credential appropriate for K-12 public school administration;
- Master's Degree in Education or related field;
- Successful teaching experience;
- One year of administrative or supervisory experience, demonstrating exposure to and utilization of skills, knowledge, and abilities in performing job-related duties and responsibilities;
- Teaching and administrative experience at the principal level in an alternative education program with high-risk youth;
- Experience providing leadership for curriculum and instruction, and experience working as part of a collaborative instructional team;
- Knowledge of current theories, practices, and techniques in alternative education and youth development programs;
- Knowledge of laws and regulations related to alternative education and youth development programs; and,
- English Language Learner certification.

Teacher, Specialized Academic Instruction,

The minimum criteria for this position include:

- Valid California Multiple Subject or Single Subject Credential; as applicable
- Valid California Mild/Moderate or equivalent Special Education credential (Intern eligibility will be considered)
- English Learner certification
- Successful candidates will be compliant the Every Student Succeeds Act (ESSA) at the secondary level in Math, Science, English, and Social Science or become compliant within one year of employment
- Applicants who have not utilized their credential(s) within the last 39 months in a school district must show verification of meeting the Basic Skills Requirement
- Bachelor's Degree; and,
- Master's Degree desired.

Non-Certificated Employee (i.e food service workers, AVID tutors,)

The minimum criteria for this position include:

- High school diploma or equivalent (preferably supplemented by completion of course for instructional assistants);
- Job related experience;
- Ability to work with a significant diversity of individuals and/or groups; and,
- Ability to handle confrontation situations, to handle threats or intimidation, to be very observant, to be unbiased.

Office/School Secretary

The minimum criteria for this position include:

- High school diploma or equivalent;
- Job related experience;

One year of experience in clerical and/or secretarial work including experience in typing reports and general office correspondence, making arrangements for meetings and travel, and performing other clerical/secretarial duties for management staff;

- Specific knowledge of modern office organization and procedures, preparation of correspondence and reports, operation of standard office equipment, and proficient in MS Word, Excel, PowerPoint, and email; and,
- Ability to speak, read, and writes in Spanish preferred.

Counselor

The minimum criteria for this position include:

- Master's degree in psychology, counseling and guidance or a closely related field
- One (1) year counseling at the secondary level required, and demonstrated experience with The MTSS Process. Career guidance counselor experience preferred.
- California Pupil Personnel Services with an emphasis in school counseling, or other valid California credential with an authorization in school counseling
- Valid Ca Driver's license

Recruitment, Selection, and Evaluation of Employees

CBK implements a structured and equitable process for recruiting, selecting, and evaluating all employees, including leadership positions, to ensure alignment with program needs and legal requirements.

Recruitment

CBK posts all employment opportunities on EDJOIN to ensure broad and transparent access to qualified candidates. CBK is an equal opportunity employer and does not discriminate in any employment practices. All applicants must submit complete and accurate applications, including all required documentation and full employment history in accordance with applicable law.

Selection

Applications are screened for minimum qualifications and completeness. CBK utilizes a structured interview process with standardized questions and consistent evaluation criteria to ensure fairness. Candidates are selected based on qualifications, experience, and alignment with CBK's mission. Leadership candidates are additionally evaluated on their ability to lead programs, support staff, and monitor student outcomes.

Evaluation

All employees are evaluated using role-specific performance criteria. Evaluations may include observations, performance data, and contributions to the school environment. CBK provides ongoing feedback and support to promote professional growth. Leadership staff are evaluated on program implementation, staff development, and student outcomes. When necessary, CBK follows established procedures to provide support and address performance concerns.

SECTION VI: HEALTH AND SAFETY PROCEDURES

CBK implements a comprehensive set of health, safety, and risk management policies that include a safety and disaster plan. Policies address the following issues:

- Each person employed by, working or volunteering unsupervised where students are present at the school are required to submit to a criminal background check and furnish a criminal record summary as required by EC §§ 44237, 45122.1, 45125.1. CBK will not employ any person who has been convicted of a violent or serious felony except as otherwise provided by law (EC § 44830.1).
- All employee candidates and employees are required to submit proof of tuberculosis screenings every four (4) years in accordance with EC 49406.
- Procedures are written and implemented through staff training for response to natural disasters and emergencies, including civil unrest, fires and earthquakes.
- All staff are trained on the following:
    - Emergency response.
    - Child abuse reporting protocols that conform to current law.
    - Prevention strategies regarding contact with blood-borne pathogens.
    - Administration of prescription drugs and other medicines.
- Compliance is mandated for all state regulations declaring the school to be a drug, alcohol, and tobacco free workplace.

These policies and procedures are developed by the principal then approved by the Riverside County Superintendent of Schools and are incorporated, as appropriate, into the CBK parent/student and staff handbooks and are reviewed on an ongoing basis.

Administration of Prescribed Medication for Pupils

CBK will adhere to EC § 49423 regarding the administration of medication at school. Any pupil who is required to take, during the regular school day, medication prescribed by a physician or surgeon, may be assisted by the school nurse or other designated school personnel or may carry and self-administer auto-injectable epinephrine or inhaled asthma medication if the school district receives both a written statement of instructions from the physician detailing the method, amount and time schedules by which such mediation is to be taken and a written statement from the parent or guardian requesting the school district assist the pupil with prescribed medication as set forth in the physician statement.

Student may carry and self-administer auto-injectable epinephrine or inhaled asthma medication if the school district receives both a written statement of instructions from the physician detailing the method, amount and time schedules by which such medication is to be taken and a written statement from the parent or guardian requesting that the student self-administer. All requests are to be approved by school nurse prior to use. CBK will adhere to EC § 49414 regarding epinephrine auto-injectors and training for staff members.

Bullying

CBK charter school has adopted procedures for preventing acts of bullying, including cyberbullying. CBK shall annually make available the online training module developed by the California Department of Education pursuant to EC § 32283.5(a) to certificated employees and all other employees who have regular interaction with children. This also includes posting resources on its website related to youth who are neurodiverse.

Civility on School Grounds
It is unlawful for any person to intentionally or attempt to injure, intimidate, interfere by force, threat of force, physical obstruction, or nonviolent physical obstruction with any person attempting to enter or exit any public or private school grounds.

If an official at the charter school observes any threat or perceived threat, as defined in EC § 49390(e), that creates a reasonable suspicion that a student is preparing to commit a homicidal act related to school or a school activity, the official shall immediately report the threat or perceived threat to law enforcement and provide copies of any documentary or other evidence

Comprehensive School Safety Plan
CBK updates the Comprehensive School Safety Plan by March 1 each year and keeps it on file for review. Staff will be trained annually on the safety procedures outlined in the plan. The Comprehensive School Safety Plan includes the following components:

School Safety & Emergency Preparedness
- Assessment of the current status of school crime
- Emergency/Disaster procedures/drills, and crisis response plan with disabilities
- Tactical response procedures
- Instructional continuity plan
- Immigration enforcement notification

Hazard & Environmental Safety
- Policies on hazardous materials
- Procedures for responding to the release of pesticides or other toxic substances
- Air quality reports

Threat Communication & Reporting
- Teacher notification of dangerous pupils
- Procedures to notify teachers of dangerous students
- Hate crime reporting

Student Conduct & School Climate
- Student attendance
- School dress code
- Procedures for a safe and orderly learning environment
- Policies and procedures for suspension and expulsion
- Policy prohibiting discrimination, intimidation, and bullying
- Policy prohibiting sexual harassment

Health, Wellness & Student Support
- Child abuse reporting
- Student medications
- Suicide prevention protocols
- Injury and illness prevention program

Systems of Support
- PBIS and MTSS

Instructional Continuity Plan

Confidential Medical Services

CBK notifies pupils in grades 9 to 12, and the parents or guardians of all pupils enrolled in CBK, that school authorities may excuse any pupil from the school for the purpose of obtaining confidential medical services without the consent of the pupil's parent or guardian. Notice may be included with any other notice given pursuant to Education Code.

Continuing Medication Regime - EC § 48980, 49423, 49423.1, 49480

Parents of any student on a continuing medication regimen for a non-episodic condition shall inform the school nurse or other designated certificated school employee of the medication(s) being taken, the current dosage, and the name of the supervising physician. With the consent of the parent, the school nurse may communicate with the physician and may counsel with school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

In order for a student to carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication at school, the parent must provide a written statement consenting to the self-administration and a written statement from the physician/surgeon or physician assistant detailing the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the student is able to self-administer auto-injectable epinephrine or inhaled asthma medication. The parent's written statement must provide a release for the school nurse or other designated school personnel to consult with the student's health care provider regarding any questions that may arise with regard to the medication and must release the RCOE and school personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication. A student may be subject to disciplinary action if the student uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed.

Drug Free/Alcohol Free/Smoke Free Environment

CBK is a drug, alcohol, and tobacco free workplace.

Emergency Preparedness

CBK implements the RCOE Emergency Operation Plan to formulate responses to the following natural disasters and emergency situations which may include, but shall not be limited to, fire, flood, earthquake, and other situations that may threaten students or staff.

Emergency Epinephrine Auto-Injectors

CBK provides emergency epinephrine auto-injectors to school nurses and trained personnel who have volunteered, to use the auto-injectors to administer emergency medical aid to person suffering from an anaphylactic reaction. Auto-injectors are stored in clearly marked file cabinets in the school office.

In order for a student to carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication at school, the parent must provide a written statement consenting to the self-administration and a written statement from the physician/surgeon or physician assistant detailing the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the student is able to self-administer auto-injectable epinephrine or inhaled asthma medication. The parent's written statement must provide a release for the school nurse or other designated school personnel to consult with the student's health care provider regarding any questions that may arise with regard to the medication and must release the RCOE and school personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication. A student may be subject to disciplinary

action if the student uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed.

Epilepsy Medication
If a pupil with epilepsy has been prescribed an emergency antiseizure medication by his or her health care provider, the pupil's parent or guardian may request the pupil's school to have one or more of its employees receive training in the administration of an emergency antiseizure medication in the event that the pupil suffers a seizure when a nurse is not available.

Facility Safety
CBK ensures that school buildings will comply with state building codes, the Americans with Disabilities Act ("ADA") access requirements, and meet Fire Marshal approval and have been evaluated by structural engineers to present no substantial seismic safety hazard to the extent required by the education code for building requirements pertaining to charter schools. CBK complies with EC § 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities to ensure that they are maintained in an operable condition at all times.

CBK has developed an asbestos management plan for its facilities in accordance with the Asbestos Hazard Emergency Response Act.

Menstrual Products: Public School Restrooms
CBK shall stock school restrooms with menstrual products, as defined, free of costs, in all women's restrooms and all-gender restrooms, and at least one men's restroom, at all times. RCOE Student Programs and Services do not charge for any menstrual products, including feminine hygiene products, provided to pupils. CBK shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, pursuant to EC § 35292.6. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

Firearms: Gun-Free School Zone
Persons with a valid license are authorized to carry a concealed firearm to be allowed in an area within 1,000 feet of school, but not on school grounds. Reassignment of certain appointed peace officers who may carry on campus is described. Ammunition or reloaded ammunition is allowed on campus but only if in locked container in a locked trunk of vehicle. Peace keepers, military, and armored vehicle guards engaged in job duties are also defined and exempt.

CBK will notify parents/guardians annually at the beginning of the first semester of the regular school term of California's child access prevention laws relating to safe storage of firearms, which shall be based upon the most updated CDE model language pursuant to EC §§ 48986(c) and 49392(a).

Health Care and Emergencies
CBK staff taking appropriate action whenever an accident or illness threatens the safety, health, or welfare of a student at school or during school- sponsored activities. To facilitate immediate

contact with parents/guardians or other emergency contacts as appropriate when an accident or illness occurs, the CBK requires current contact information for all students.

Immunizations
All enrolled students and staff, where required by law or regulation, will be required to provide records documenting immunizations as required at public schools pursuant to Health and Safety Code §§ 120325-120375, and Title 17, California Code of Regulations §§ 6000-6075. SB 277 eliminated personal beliefs exemptions and requires existing specified immunizations to be completed prior to enrollment in school settings. A personal beliefs exemption on file at school prior to January 1, 2016 will continue to be valid until the student enters the next grade span at TK/K or 7th grade. Medical exemptions are permitted only when issued by a licensed physician in accordance with California law and must be submitted through the California Immunization Registry – Medical Exemption (CAIR-ME) system. Students enrolled exclusively in non-classroom-based independent study programs are not subject to the same immunization requirements. This does not prohibit a student with an individualized education program from accessing special education and related services required in the student's IEP **under state and federal law**.

Lactation Accommodations
CBK staff make reasonable accommodations for lactating pupils on school campus to express breast milk, breast feed an infant, or address other needs related to breast-feeding.

Mandated Child Abuse Reporting and Written Policy Regarding Student-Staff Contact
All non-certificated and certificated staff are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by RCOE.. CBK shall provide annual training on the responsibilities of mandated reporters under the Child Abuse and Neglect Reporting Act and adopt a written policy regarding student-staff contact in accordance with EC § 44691, as amended by SB 848.

Pesticide Products
CBK uses the RCOE Integrated Pest Management (IPM) policy with regards to pest management and complies with the notification, posting, recordkeeping and all other requirements of the Healthy Schools Act. The IPM Plan can be found online on the RCOE website.

Possession of a Firearm in a School Zone
The Riverside County Superintendent of Schools does not provide written permission for a person to possess a firearm within a school zone.

Sexual Harassment Policies and Procedures
CBK will comply with the requirements of EC § 221.61 addressing the rights of a student and the public, and the responsibilities of CBK under Title IX. CBK is committed to providing a school that will be free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. CBK has a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter (including employee to employee, employee to student, and student to employee misconduct).

Suicide Prevention and Mental Health
CBK adopted policies on the prevention of student suicides and provides a copy of the policy to

parents and guardians. CBK will comply with the requirements of EC § 221.61 addressing the rights of a student and the public, and the responsibilities of CBK under Title IX.

Food Services
CBK participates in the National School Lunch Program and the federal School Breakfast Program, and ensures that a pupil whose parent or guardian has unpaid school meal fees is not shamed, treated differently, or served a meal that differs from what a pupil whose parent or guardian does not have unpaid school meal fees would receive under that local educational agency's policy.

CBK shall provide two nutritionally-adequate meals, free of charge and with adequate time to eat, each school day in which a student is scheduled for educational activities lasting two or more hours at a school site, resource center, or other CBK meeting space, for any student that requests a meal, regardless of the student's eligibility for free or reduced-price meals.

CBK staff, students, and faculty are allowed to return uneaten food to a sharing table and the food is available to students during the course of a regular school meal time, or then donated to a food bank or any other nonprofit charitable organization.

CBK does not advertise food or beverages during the school day and does not participate in a corporate incentive program that rewards pupils with free or discounted foods or beverages that do not comply with specified nutritional standards when the pupils reach certain academic goals.

SECTION VII: MEANS TO ACHIEVE BALANCE OF STUDENTS FROM DIFFERENT SUBGROUPS

CBK, through advertising, community forums, public/private partnerships, or other recruitment methods, seeks to represent the diversity within Riverside County.

The existing student population targeted by CBK, namely secondary school students who have dropped out of school, is representative of the school districts in Riverside County. CBK implements a student recruitment strategy that includes, but is not limited to:

- An enrollment process with a timeline that allows for a broad-based recruiting and application process.
- Ongoing development of promotional and informational materials that appeal to various racial and ethnic groups. Advertising is formatted in Spanish and English.

SECTION VIII: ADMISSION PROCESS

Student Admissions Criteria

CBK shall not discourage a student from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in EC § 47605(e)(2)(B)(iii) (e.g., students with disabilities, academically low-achieving students, etc.). CBK shall not request a student's records or require a parent/guardian or student to submit the student's records to the charter school before enrollment. CBK shall not encourage a student currently attending the charter school to disenroll from the charter school or to transfer to another school for any reason. Further, CBK will not require mandatory parent volunteer hours as a criterion for admission or continued enrollment in the charter school. CBK shall post a notice developed by the California Department of Education reflecting these requirements on its website. The charter school shall also provide the parent/guardian (or if the student is 18 years or older) with a copy of the notice when the parent/guardian or student enquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student.

CBK serves students ages 13 and older for grades 9-12 and shall admit all students who wish to attend the school, subject to space limitations. If the number of pupils who wish to attend CBK exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in Riverside County. Once the lottery is completed, all students not admitted shall be placed on a waiting list, which remains active for the balance of the academic year. In the event a vacancy occurs during the academic year, students on the waiting list will be offered admission in the order in which their names were drawn in the lottery the order of admission of students at any time during a school year shall be based solely on the order of applicants on the admission priority list. Admission shall be based solely on a first-come, first-served basis if CBK determines that space still exists after the admission priority list has been exhausted. In the event of a drawing, the Riverside County Superintendent of Schools shall make reasonable efforts to accommodate the growth of the charter school and shall not take any action to impede the charter school from expanding enrollment to meet pupil demand (EC § 47605(e)(2)).

Student Registration Process

Students may register after watching an online orientation designed to demonstrate the charter's school's unique ability to provide success for students who may not have been successful in a traditional environment. Students wishing to enroll in a section that has reached capacity are placed on a waitlist based on the order in which they attended orientation. Alternatively, they can request a nearby campus to attend.

Enrollment Process

Step 1: Attend a CBK Orientation

Students/families attend a CBK Charter School online orientation. The orientation can be found on our website, cbktoday.org and clicking on the "get started today" button at the top.

Step 2: Enrollment and Records

To facilitate timely enrollment, families are encouraged to provide the following documents at the registration appointment, if available:

- Special education documents, if applicable
- Transcripts
- Shot records (if under 18 years old)
- Proof of age: The legal evidence of age, in order of desirability, are a birth certificate,

baptismal certificate, passport, immigration certificate, Bible record or affidavit from the parent/guardian.

- After watching the orientation, a student who wishes to enroll will be sent a registration link the email they provided in the CBK Orientation Survey. Parent/Guardian/Adult student will have 72 hours to complete the online registration.

Students who complete the online CBK orientation are contacted by the attendance registration technician (ART) to schedule a registration appointment. The ART requests official transcripts for all students and collects the IEP and Psychological Report for students with disabilities. If special education records are not received within five days from the date of the request, the administrator of alternative education/special education is contacted to assist in obtaining the records. The ART completes the paperwork process and enrolls the student.

Step 3: Appointment

Once registration is complete, a confirmation email will be sent to you and the Attendance Registration Technician (ART). Once the ART has received confirmation, the student will be pre-registrar and email or call for a first appointment with their teacher.

Student Records

CBK recognizes that the student's academic records are essential to the student's placement, academic success, and timely graduation. When a student transfers from CBK to another school, all student records will be transferred to the new school within 10 school days of the date the request for records by the new school was received by CBK.

CBK does not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents.

Release of Pupil Directory Information

CBK notifies parents/guardians, on an annual basis, of the categories of directory information that the school plans to release and of the persons or agencies who may receive such information. Authorizes parents to preclude release by notifying the school district. Directory Information includes one or more of the following items: student's name, address, telephone number, e-mail address, date of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent public or private school attended by the student. No information may be released to private profit making entity other than employers, prospective employers and representatives of the news media, including, but not limited to, newspapers, magazines, and radio and television stations. Directory information may be disclosed without prior consent from the parent or legal guardian unless the parent or legal guardian submits a written notice to the school to deny access to his/her pupil's directory information. Directory information regarding a pupil identified as a homeless child or youth shall not be released unless a parent, or eligible pupil has provided written consent that directory information may be released.

Court Order Required to Release Juvenile Information

CBK complies with the requirements for the release of juvenile information. All information related to the juvenile, along with any other documents, may not be given to, or provided by, federal officials absent prior approval of the presiding judge of the juvenile court. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and IDEA protect the privacy of student records, but may require disclosure to comply with a court order.

Disclosure of Student Information for Marketing Purposes

CBK provides notification to parents of pupils, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when an activity involving the collection, disclosure, or use of personal information collected from pupils for the purpose of marketing or selling that information is scheduled or expected to be scheduled. CBK provides notifications to parents/students regarding the right to opt pupils out of participation in the activity.

Pupil Records Obtained from Social Media

If CBK considers a platform to gather or maintain in its records any information obtained from social media, as defined, of any enrolled pupil to first notify pupils and their parents/guardians about the proposed platform, and provide an opportunity for public comment at a public meeting of the Riverside County Board of Education before the adoption of the program. Once a program is adopted, the following information must be provided to parents/guardians as part of the annual notification:

1. Definition of "social media."
2. Assurance that the information gathered or maintained pertains directly to school or pupil safety.
3. An explanation of the process by which a pupil or a pupil's parent/guardian may access the pupil's records for examination of the information gathered or maintained.
4. An explanation of the process by which a pupil or a pupil's parent/ guardian may request the removal of information or make corrections to information gathered or maintained.
5. Notice that the information gathered and maintained shall be destroyed within one year after a pupil turns 18 years of age or within one year after the pupil is no longer enrolled, whichever occurs first.

Pupil Fees

CBK does not charge pupil fees. The term "pupil fee" includes:

a. Fee charged as a condition for registering for or participating in a school or class or extracurricular activity that is an integral part of education.
b. A security deposit or other payment to obtain or purchase a lock, locker, class apparatus, musical instrument, uniform, or other materials or equipment.

Solicitation of voluntary donations or funds or property, voluntary participation in fund-raising activities is not prohibited. Information regarding the prohibition of fees is included in the Uniform Complaint Procedures.

Attendance

Attendance is monitored closely to ensure pupils are participating in and benefitting from CBK's independent study program. If a pupil misses two sessions in a month (equivalent to 10 school days) or demonstrates a pattern of non-participation, CBK will initiate tiered reengagement strategies in accordance with RCBOE Board Policy 6158, the independent study master agreement, and applicable law.

Tiered reengagement procedures may include verification of current contact information, timely notification to the parent/guardian or adult pupil, outreach to determine student needs, and a student-parent-educator conference to review the written agreement and reconsider the student's placement in independent study.

If a pupil misses three consecutive sessions (equivalent to 15 consecutive school days), or continues to demonstrate lack of participation or failure to make satisfactory educational progress, CBK shall conduct an evaluation to determine whether independent study remains in the student's

best interest. Based on this evaluation, the student may continue in independent study with additional supports or be referred to a more appropriate educational program.
Change in placement or disenrollment shall be conducted in accordance with EC 51745 et seq., EC 51747, the RCBOE independent study master agreement, and applicable due process requirements. Any disenrollment or other involuntary removal from CBK for any reason will be conducted in accordance with the due process requirements of EC § 47605(c)(5)(J),

Process for Notifying School Districts when CBK Students are Expelled or Dropout
If a school age pupil is expelled or leaves CBK without graduating or completing the school year for any reason, CBK shall notify the superintendent or designee of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. This paragraph applies only to pupils subject to compulsory full-time education pursuant to EC § 48200.

SECTION IX: ANNUAL AUDITS

CBK contracts with the Riverside County Office of Education and the Riverside County Superintendent of Schools to provide services through the Administrative and Business Services Division to meet all requirements for financial audits as required by law. An annual independent financial audit of the books and records of CBK will be conducted as required by EC §§ 47605(b)(5)(I) and 47605(m). The books and records of CBK will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The Riverside County Superintendent of Schools will annually approve the selection of an independent auditor. The CBK Principal will assist in the facilitation the audit. The auditor will have, at a minimum, a CPA and educational institution audit experience and approval by the State Controller on its published list as an educational audit provider.

The annual audit of the CBK financial data shall be incorporated into the Riverside County Office of Education's audit. CBK will work with the RCOE staff to ensure timely and accurate information will be shared with the auditors to ensure the report will be timely and complete. CBK will fully comply with Education Code and RCOE policy and procedures to ensure there are no findings in the audit. The CAC-audited data shall be submitted to the State Controller and to the State Superintendent of Public Instruction by the 15th of December of each year. The Principal, along with the audit committee, will review any audit exceptions or deficiencies and report to the Riverside County Superintendent of Schools with recommendations on how to resolve them. The Riverside County Superintendent of Schools will submit a report to the State and or the County Board of Education as appropriate describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the Board along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be addressed using the dispute resolution process contained in this Charter.
Additionally, CBK will submit the following reports to the Riverside County Office of Education:

- On or before July 1, an annual update required pursuant to Education Code section 47606.5 addressing the goals of the proposed program and annual actions to achieve those goals.
- On or before December 15, an interim financial report, which shall reflect changes through October 31.
- On or before March 15, a second interim financial report, which shall reflect changes through January 31.
- On or before September 15, a final unaudited report for the full prior year.

The independent financial audit of CBK will be public record to be provided to the public upon request. In addition, pursuant to EC § 47604.3, CBK will promptly respond to all reasonable inquiries, including but not limited to inquiries regarding its financial records.

SECTION X: STUDENT CONDUCT/SUSPENSION AND EXPULSION PROCEDURES /INVOLUNTARY REMOVAL PROCEDURES

Behavior Support
CBK provides a supportive school environment that focuses on increasing academic and pro-social behaviors and skills. All CBK staff members receive on-going focused training on research-based models that provide systems for developing student resiliency factors as well as developing skills to help them resist risky behaviors in an effort to reduce barriers to learning. The models adopted specifically address the behavior supports necessary for a Multi-Tiered Systems of Supports (MTSS) Model (See Appendix B) addressing the needs of at-risk youth as well as Positive Behavior Intervention Support (PBIS).

Staff members receive training to implement PBIS, facilitating the development of a safe, trusting, self-managing classroom, thereby improving classroom attendance by developing motivation and helping students take responsibility for their actions and performance. The focus of CBK is on caring, respect and acceptance for each student. Student learning and achievement is continually assessed using multiple measures of success. In an effective PBIS model, delinquent behaviors such as disruptive outbursts, violent acts, drug use, and other risky behavior are decreased as students practice empathy and an appreciation for diversity.

CBK acknowledges the responsibility of each student, parent, volunteer, faculty, staff, and administrator to contribute to the well-being of the community by demonstrating responsibility and accountability for individual and group actions. CBK enhances the quality of relationships, the quality of learning, and the quality of the community through shared responsibility.

CBK maintains a comprehensive set of student discipline policies that clearly describe the CBK's expectations regarding, among other things: attendance, mutual respect, substance abuse, violence, safety, and work habits. Each parent/guardian of high school-aged students is required annually to verify that they have reviewed the policies with their student/s and that they understand the policies. Each adult student will also be required annually to verify that they have reviewed and understand the policies.

CBK develops and annually issues a Student/Parent Handbook. The Student/Parent Handbook describes the school's expectations regarding attendance, mutual respect, violence, safety, and work habits. Students and their parent/caregiver, if appropriate, will be required to verify in writing that they have reviewed and understand these policies prior to enrollment. Students may be

suspended or expelled from CBK for noncompliance with the policies set forth by the CBK according to EC § 48900 et seq.

CBK implements the procedures for suspension and expulsion consistent with California EC §§ 48900-48927, with the following modifications:

- The principal or designee is responsible for issuing suspensions and making recommendations for expulsion.
- The Riverside County Office of Education, shall appoint the Administrative Hearing Panel.
- Recommendations of the Administrative Hearing Panel, after hearing, shall be submitted to the Governing Authority or designee for final action.
- There will be no right to appeal the decision of the RCBOE to the Riverside County Board of Education.

CBK's policies are reviewed annually. Policies provide all students with an opportunity for due process and will be developed to conform to applicable federal law regarding students with exceptional needs. Prior to suspension or expulsion, appropriate disciplinary steps are taken, including, but not limited to, denial of privileges or access to activities. In certain cases, students may be allowed to continue limited independent study while under suspension. Students, and in applicable cases, parents or guardians, will be informed of the reasons for any disciplinary action in writing, and of their due process rights and appeal procedures. The specific suspension and expulsion procedures are described below.

Suspension and Expulsion from School

A CBK student may be suspended from school or recommended for expulsion if the CBK principal or designee determines that the student has committed any of the following acts while on school grounds or while going to or coming from school:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (EC § 48900(a) and (t)).
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (EC § 48900(b)).
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (EC § 48900(c)).
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code EC §§ 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 such controlled substance, alcoholic beverage, or intoxicant (EC § 48900(d)).
5. Committed or attempted to commit robbery or extortion (EC § 48900(e)).
6. Caused or attempted to cause damage to school property or private property (EC § 48900(f)).
7. Stole or attempted to steal school property or private property (EC § 48900(g)).
8. 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, except that this restriction shall not prohibit a student from using or

possessing his/her own prescription products (EC § 48900(h)).

9. Committed an obscene act or engaged in habitual profanity or vulgarity (EC § 48900(i)).
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (EC § 48900(j)).
11. Knowingly received stolen school property or private property (EC § 48900(l)).
12. Possessed an imitation firearm (Education Code 48900(m)). *Imitation firearm* means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (EC § 48900(m)).
13. Committed or attempted to commit a sexual assault as defined in Penal Code EC §§ 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code EC § 243.4 (EC § 48900(n)).
14. 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 (EC §48900(o)).
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug S o m a (EC § 48900(p)).
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q)). *Hazing* means a method of initiation or pre-initiation 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. *Hazing* does not include athletic events or school-sanctioned events.
17. Engaged in an act of bullying (EC § 48900(r)). *Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; and/or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.
    - Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in EC §§ 48900.2, 48900.3, or 48900.4 (items #21-23 below), that has any of the effects described above on a reasonable student.
    - *Electronic act* means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page, the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above, or an act of cyber sexual bullying
    - *Cyber sexual bullying"* means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have any of the effects of bullying described 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. "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..

- *Reasonable student* means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability (EC § 48900(r)).

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code § 31 (EC § 48900(t)).
19. Made terrorist threats against school officials and/or school property (EC § 48900.7).

    A *terrorist threat* includes any written, electronic, or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of $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. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

20. Committed sexual harassment as defined in EC § 212.5 (EC § 48900.2). *Sexual harassment* means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2).
21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in EC § 233 (EC § 48900.3). *Hate violence* means any act punishable under Penal Code EC §§ 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics (EC § 233; Penal Code § 422.55).
22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (EC § 48900.4).

Length of Suspension

The principal or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion (EC § 48911). A student may be suspended from school for not more than 20 school days in any school year. However, when a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. CBK may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year (EC §§ 48903, 48911, 48912). These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion (EC § 48911).

Suspension and Expulsion/Due Process: Students with Disabilities Services During Expulsion

Any student with a disability who is expelled shall continue to receive services after 10 days of

suspension per year, and during the term of the expulsion, to the extent necessary to provide the student a free and appropriate public education. Any alternative program must provide services to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP (20 USC § 1412(a)(1)(A); 34 CFR §§ 300.121, 300.520).

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

Informal Conference: Suspension shall be preceded by an informal conference conducted by the principal/designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense (EC § 48911).

- This conference may be omitted if the principal/designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or 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 the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school (EC § 48911).

Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Governing Authority or designee (EC § 48911).

Notice to Parents/Guardians: At the time of the suspension, a school employee 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 (EC § 48911). This notice shall state the specific offense committed by the student (EC § 48900.8).

- In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter (EC § 48914).

- Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference (EC § 48911).

Extension of Suspension: If a student is recommended for expulsion, the principal or designee may, in writing, extend the suspension until such time as the Governing Authority or designee has made a decision (EC § 48911).

- Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the principal or designee determines,

following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process (EC § 48911).

- If the student involved is a foster youth, the principal or designee shall invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting (EC §§ 48853.5, 48911, 48918.1).

In addition to suspending a student, the principal or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Involuntary Transfers

Definition of Involuntary Transfer: The term "involuntary transfer" as used herein shall mean the assignment of a student during the school year for adjustment or disciplinary purposes to a CBK school other than the school in which the student was originally enrolled.

Grounds for Involuntary Transfer: Students may be involuntarily transferred by the Superintendent or designee from one school to another for adjustment purposes when they have committed acts specified in "Grounds for Suspension and Expulsion" and normal disciplinary measures including suspension from school have failed to correct such behavior. When a student has been suspended for a total of twenty (20) days from the school in any one school year, but such student's suspension has failed to bring about proper behavior, the student shall be involuntarily transferred to another school by the Governing Authority or designee.

When student has been suspended for a total of thirty (30) days from the school over a period that includes portions of two or more school years, the student may be involuntarily transferred to another school by the Governing Authority or designee upon recommendation of the principal. When a student is involved in the first offense in his/her secondary school career in the usage of drugs, paraphernalia or alcohol, or in the possession, use, or provision of drug usage paraphernalia, drugs, alcohol, or other controlled substance as defined in health and Safety Code Section 11007, the student will be suspended and sent home to remain there under parent supervision for the duration of the suspension.

If the parents or guardians choose to become involved participants in counseling, the student's school will confirm the arrangement to the school principal (or designee) so that the student can be returned to the school for a second chance. The student's counselor will follow up on the counseling arrangements and advise the school principal or his designee as to whether or not the student is continuing with, or has completed the counseling agreement. If parent or guardians and their student should fail to continue with or complete the counseling arrangement, the student shall be involuntarily transferred to another school.

In cases of assault, if the incident is serious enough in the principal's judgment, the Governing Authority or designee may involuntarily transfer the student to another school on the principal's recommendation. Authority for involuntary transfer is not dependent on the number of suspension days a student has accumulated.

Involuntary Transfer Procedure: Involuntary transfers shall take place in accordance with the following procedure:

- The student's parent or guardian, or, if the student is a foster or homeless youth, the

student's educational rights holder, attorney or county social worker, or an Indian student's tribal social worker or county social worker, as applicable, shall be notified in writing in the native language of the student or student's parents/guardians that CBK intends to reassign the student to another school for adjustment or disciplinary purposes. The notice shall also:

a) State that the student and/or the parent or guardian may request a meeting with the Governing Authority or designee, and
b) Set forth the grounds for the involuntary transfer.

- At the meeting, CBK shall present its reasons for proposing the involuntary transfer. The student and/or the parent or guardian shall be allowed to offer witnesses and comments in rebuttal.
- The decision to transfer shall be in writing, stating the facts and reasons for the decision, and shall be sent to the student and the student's parents or guardians.
- Involuntary transfer may be for any length of time; however, the student or the student's parent or guardian may request an annual review of the involuntary transfer. Upon a request for such a review, a meeting with the Governing Authority or designee shall be held, which shall be in conformity with this paragraph.

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply (EC § 48911.1):

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing (EC § 48911.1).

Expulsion from School

Authority to Expel

A student may be expelled *only* by the Governing Authority or designee (EC § 48918(j)). The Governing Authority or designee shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion" (EC § 48915).

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Governing Authority or designee shall order a student expelled, upon the recommendation of the principal, or designee, only if the Governing Authority or designee makes a finding of either or both of the following (EC § 48915(b) and (e)):

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Principal or Designee's Authority to Recommend Expulsion

Unless the principal or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts (EC § 48915(a)):

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife as defined in EC § 48915(g) or other dangerous object of no reasonable use to the student.
3. Unlawful possession of any controlled substance as listed in Health and Safety Code §§ 11053- 11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician.
4. Robbery or extortion.
5. Assault or battery, as defined in Penal Code §§ 240 and 242, upon any school employee.

In determining whether or not to recommend the expulsion of a student, the principal or designee shall act as quickly as possible to ensure that the student does not lose instructional time (EC § 48915).

Mandatory Recommendation and Mandatory Expulsion

The principal or designee shall recommend that the Governing Authority or designee expel any student found at school or at a school activity to be (EC § 48915(c)):

1. Possessing, as verified by a CBK employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence
   - However, possession of an imitation firearm, as defined in EC § 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.
2. Brandishing a knife as defined in EC § 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code §§ 11053-11058.
4. Committing or attempting to commit a sexual assault as defined in Penal Code §§ 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code § 243.4.
5. Possessing an explosive as defined in 18 USC § 921.

Upon finding that the student committed any of the above acts, the Governing Authority or designee shall expel the student (EC § 48915).

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the principal or designee determines that the student has committed one of the acts listed above under "Grounds for Suspension and Expulsion" (EC § 48918(a)).

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Governing Authority's or designee's discretion (EC § 48918(a)).

If the Governing Authority or designee finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Governing Authority or designee may, for good cause, extend the time period by an additional five

school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held (EC § 48918(a)).

If the Governing Authority or designee finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in EC § 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year (EC § 48918(a)).

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay (EC § 48918(a)).

Appointment of Administrative Hearing Panel. When expulsion is recommended by the principal/designee, the student shall be entitled to a hearing before an impartial administrative hearing panel. The Administrative Hearing Panel shall be appointed by the Governing Authority or designee, and shall be composed of three or more certificated personnel, none of whom shall be the Governing Authority or principal or staff of the CBK campus in which the student is enrolled (EC § 48918(d)).

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness (EC § 48918.5).

Whenever the principal or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of CBK's suspension and expulsion policy and regulation and shall advise the witness of his/her right to (EC § 48918.5):

1. Receive five days' notice of his/her scheduled testimony at the hearing.
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies.
3. Have a closed hearing during the time he/she testifies.

Whenever any allegation of sexual assault or sexual battery is made, the principal or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (EC § 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include (EC §§ 48900.8, 48918(b)):

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of CBK disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to EC § 48915.1, to provide information about the student's status to any other public school in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in EC § 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor.
   - *Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.
   - *Non-attorney advisor* means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.
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.

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under EC § 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the principal or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the principal or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call (EC § 48918.1).

Conduct of Expulsion Hearing

1. Closed Hearing: Notwithstanding the provisions of Government Code § 54953 and EC § 35145, the Administrative Hearing Panel shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated (EC § 48918(c)).
   - Whether the expulsion hearing is held in closed or public session, the Administrative Hearing Panel may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Administrative Hearing Panel admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session (Education Code 48918(c)).
   - If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television (EC § 48918(c)).
2. 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 (EC § 48918(g)).
3. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant 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. Any recommendation to expel by the Administrative hearing Panel, and any decision of the Governing Authority or designee to expel, shall be supported by substantial evidence that

the student committed any of the acts pursuant to EC § 48900 and listed in "Grounds for Suspension and Expulsion" above (EC § 48918(h)).

- Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm (EC § 48918(f)).
- In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

4. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student (EC §§ 48918, 48918.5):
   a. Any complaining witness shall be given five days' notice before being called to testify.
   b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
   c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
   d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
   e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code § 868.5.
   f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
   g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
      i. CBK shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
      ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross- examination during which he/she may leave the hearing room.
      iii. The person conducting the hearing may:
         - Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness.
         - Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
         - Permit one of the support persons to accompany the complaining witness to the witness stand.

Recommendation of Administrative Panel:
The Administrative Hearing Panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Governing Authority or designee. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. (EC § 48918(e)).

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Governing Authority or designee. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Governing Authority or designee may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Governing Authority or designee may order (EC § 48918(f)).

The Administrative Hearing Panel may recommend that the Governing Authority suspend the enforcement of the expulsion (EC §§ 48917,48918).

Stipulated Agreement Alternative – Voluntary Consent to Discipline
Apart from the procedure set forth above, a student may be offered the option to enter into a Voluntary Consent to Discipline Agreement, where the offense is expellable under EC §§ 48900, 48900.2, 48900.3, 48900.4, and 48915 to avoid the expulsion hearing. After being fully informed of his or her rights, and where there is no disagreement about the facts or the law, the student may knowingly and voluntarily waive his or her right to a hearing by way of a written stipulated agreement signed by both the student and the parent or legal guardian of the student. An agreement would require the student to admit his or her participation in the activity that was subject to expulsion and agree to the prescribed discipline.

Parents and students will be given a waiting period of at least one week in advance of signing a stipulated agreement. Parents will be encouraged to consult with an attorney prior to signing an agreement, if the parents are unsure of the provisions of the agreement.

In addition, such an agreement must be in compliance with all requirements of EC § 48916 relating to rehabilitation, readmission, and notice requirements. All Stipulated Agreements are subject to final approval by the Governing Authority or designee. Stipulated agreements must be signed and delivered to CBK within 30 school days after the principal or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred, and will be presented to the Governing Authority or designee for consideration and execution, if acceptable.

Final Action by the Governing Authority or Designee
Upon ordering an expulsion, the Governing Authority or designee shall set a date when the student shall be reviewed for readmission to a school within CBK. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Governing Authority or designee may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Governing Authority or designee shall set a date when the student shall be reviewed for readmission not later than the last day of the

semester following the summer session or intersession period in which the expulsion occurred (EC § 48916).

At the time of the expulsion order, the Governing Authority or designee shall recommend a plan for the student's rehabilitation, which may include (EC § 48916):

1. Periodic review, as well as assessment at the time of review, for readmission.
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school (EC § 48916.5).

Written Notice to Expel

The Governing Authority or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion" (EC § 48900.8).
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (EC § 48916).
3. Notice that there is no right to appeal the expulsion to the County Board of Education.
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (EC § 48918).
5. Notice of the student's or parent/guardian's obligation to inform any new school in which the student seeks to enroll of the student's status with CBK, pursuant to Education Code 48915.1 (EC § 48918).

Decision Not to Enforce Expulsion Order

When deciding whether to suspend the enforcement of an expulsion order, the Governing Authority or designee shall take into account the following criteria:

1. The student's pattern of behavior.
2. The seriousness of the misconduct.
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Governing Authority or designee may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Governing Authority's or designee's determination as to whether the student has satisfactorily completed the rehabilitation program (EC § 48917).
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status (Education Code 48917).
3. The suspension of the enforcement of an expulsion order may be revoked by the Governing Authority or designee if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of CBK's rules and regulations governing student conduct (EC § 48917).

4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order (EC § 48917).
5. Upon satisfactory completion of the rehabilitation assignment, the Governing Authority or designee shall reinstate the student in a CBK school. Upon reinstatement, the Governing Authority or designee may order the expunging of any or all records of the expulsion proceedings (EC §48917).

The Governing Authority or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian.

Readmission after Expulsion Procedures:

1. On the date set at the time of the expulsion, Governing Authority or designee shall consider readmission of the student (EC § 48916).
2. The Governing Authority or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Governing Authority or designee shall verify whether the provisions of this plan have been met.
3. If the readmission is granted, the Governing Authority or designee shall notify the student and parent/guardian, by registered mail, of the Governing Authority's decision regarding readmission.
4. The Governing Authority may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other CBK students or employees (EC § 48916).
5. If the Governing Authority or designee denies the readmission of a student, the Governing Authority shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school (EC § 48916).
6. The Governing Authority or designee shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Governing Authority's or designee's determination of the educational program which the Governing Authority or designee has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school (EC § 48916).

No student shall be denied readmission into CBK based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system (EC § 48645.5).

Maintenance of Records

CBK shall maintain a record of each suspension and expulsion, including its specific cause(s) (EC § 48900.8). Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school (EC §48918(k)). The principal or designee shall, within five working days, honor any other public school's request for information about an expulsion from CBK (EC § 48915.1).

When a pupil is expelled or leaves CBK without graduating or completing the school year for any reason, CBK notifies the superintendent of the school district of the pupil's last known address within 30 days and will, upon request, provide that school district with a copy of the

cumulative record of the pupil, including a transcript of grades or report card and health information. This paragraph applies only to pupils subject to compulsory full-time education pursuant to EC § 48200.

Notification to Law Enforcement Authorities
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245 (EC § 48902). The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10 (EC § 48902). Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate EC § 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind (EC § 48902).

Procedures for Other Involuntary Removals from School
No pupil will be involuntarily removed by CBK for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures outlined below before the effective date of the action.

If the pupil's parent, guardian, or educational rights holder initiates the procedures specified below, the pupil shall remain enrolled and shall not be removed until CBK issues a final decision. "Involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions of less than 10 days.

Due Process:
Before a pupil is disenrolled from CBK for lack of attendance or any other reason outlined in the student/parent handbook (except expulsion), CBK shall provide the pupil and parent/guardian a Notice of Disenrollment no less than five schooldays before the effective date of the action. The Notice of Disenrollment shall state the alleged violation (for example, failure to attend three consecutive sessions, the equivalent of 15 school days) and the effective date of disenrollment unless the parent/guardian (or pupil, if an adult) requests a hearing before a neutral hearing officer. If a hearing is requested, the Governing Authority or designee shall set a date for the hearing and shall provide pupil and parent/guardian a Notice of Hearing. The hearing date shall be no less than 10 days after the Notice of Hearing. The Notice of Hearing shall include an explanation of the pupil and/or parent/guardians rights, which include the following: the right to present testimony, evidence, and witnesses; the right to confront and cross-examine adverse witnesses and question all evidence presented; and the right to be bring legal counsel or an advocate to the hearing. After the hearing, the hearing officer shall make a written recommendation to the Governing Authority or designee. The Governing Authority or designee shall accept or reject the recommendation of the hearing officer and shall notify the pupil and parent/guardian of the final decision in writing.

A pupil who is disenrolled from CBK may later apply for admission in the same manner as other students seeking admission.

SECTION XI: EMPLOYEE COMPENSATION AND BENEFITS

The Riverside County Superintendent of Schools shall be the exclusive public school employer of the employees of the CBK for the purposes of the Educational Employment Relations Act (EERA) and all other purposes. CBK staff are employed by the Riverside County Superintendent of Schools (RCSS) and have all rights and responsibilities accordingly. Employees of the RCSS are covered by existing employee agreements. Employees earn additional years of service credit in the county office while working in CBK. In addition, they retain any rights to accumulated sick leave return rights, vacation for those who are eligible, family leave, and health coverage.

Certificated and non-certificated employees of the RCSS shall be compensated according to the appropriate salary schedule for their job classification. Certificated and non-certificated employees of the CBK participate in STRS, PERS, or Social Security depending upon each individual's eligibility. Enrollment in these programs will be monitored by the Fiscal Services Unit of the Riverside County Office of Education as part of the CBK support services contract.

SECTION XII: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

No student is required to attend CBK. Students who reside within any school district in which CBK operates a school site who choose not to attend CBK may attend school within that school district according to its policy or at another school district or school within the district through its intra and inter-district policies. Students may also choose to attend a different charter school. Parents/guardians of each student enrolled in CBK will be informed on admission forms that the student has no right to admission in a particular school (or program) of a local education agency (LEA) as a consequence of enrollment in CBK except to the extent that such a right is extended by that LEA.

SECTION XIII: RETURN RIGHTS OF EMPLOYEES

CBK is a dependent charter school of the Riverside County Office of Education. As such, all employees are considered the exclusive employees of the RCSS for the purposes of the Education Employment Relations Act (EERA), unless otherwise mutually agreed in writing.

Employees of the RCSS who chooses to leave their existing position at RCOE to work at CBK shall have the right to apply for a transfer into any open position for which they are qualified and will follow the policies and procedures outlined in their bargaining unit MOU, including existing policies regarding sick/vacation leave, continuation of service credit, and other benefits as appropriate for their position. Employees will be paid according to the appropriate RCOE certificated or classified salary schedule for their position. Applicable leave balances shall be transferred with the employee as per RCOE policy. Years of service credit are approved by the Superintendent and follow applicable RCOE collective bargaining unit agreements. Employment by CBK provides rights to employees as outlined in the applicable collective bargaining agreement. CBK shall comply with the EERA.

Employees of a local educational agency who resign from employment to work at CBK and who later wish to return to a local educational agency shall be treated the same as any other former employee seeking reemployment in accordance with the local educational agency policy, applicable law, and applicable collective bargaining agreements. CBK shall not have any authority to confer any rights to return on a local educational agency’s employees.

SECTION XIV: DISPUTE RESOLUTION

If a dispute arises between the Riverside County Board of Education, as granting entity, and CBK relating to provisions of this Charter, the following procedures will be followed: The President of the Riverside County Board of Education and the Riverside County Associate Superintendent of Schools, Student Programs and Services CBK, or their respective designees, will meet to discuss the area of dispute. If the dispute is not resolved informally, the parties may, by agreement, engage the assistance of a third-party mediator to assist in resolving the dispute. Nothing herein shall interfere with the authority of the Riverside County Board of Education to issue a written notice of violations or initiate revocation proceedings in accordance with the provisions of EC § 47607.

Internal Dispute
Issues between students, teachers, parents/caregivers, applicant families, volunteers, advisors, and other community members associated with the school should be resolved in-house in an amicable and fair manner whenever possible. The principal is responsible for resolving all conflicts through a process that emphasizes the common goals and interests of the parties involved. The Riverside County Associate Superintendent of Schools, Student Programs and Services, is the appellate body.

Uniform Complaints
Complaints alleging (1) unlawful discrimination; or (2) failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid program, migrant education, career technical and technical education, child care and development programs, child nutrition programs, special education programs, and federal school safety planning requirements shall be investigated pursuant to the RCOE's Uniform Complaint Procedures (5 CCR § 4600) et seq.).

Employee Issues
For disputes involving employees, the principal of CBK and the Riverside County Associate Superintendent of Schools, Student Programs and Services shall meet with the CBK employee representative to discuss any issue or disagreement related to one or more CBK employees. After a full discussion of any such issue, the RCSS or his/her designee shall have ten (10) working days to render a final and binding written decision setting forth the resolution of the issue.

Other Issues
In all other matters, any disagreement not resolved by the principal and the Riverside County Associate Superintendent of Schools, Student Programs and Services, may be appealed to the RCSS or designee through a formal written statement. After a full discussion of any such issue with the complaining party and Riverside County Associate Superintendent of Schools Student Programs and Services, the RCSS or designee shall have ten (10) working days to render a final and binding written decision setting forth the resolution of the issue.

SECTION XV: CLOSURE PROTOCOL

The following procedures shall constitute the "Closure Protocol" and shall apply in the event CBK ceases to be a charter school or otherwise closes for any reason.

Any decision to close CBK as a charter school operating pursuant to this Charter shall be documented by official action of the Riverside County Office of Education ("Closure Action"). The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed; the RCSS elects to close CBK, or the Charter lapses. In the event of a Closure Action, the following steps shall be implemented.

1. CBK will notify the authorizer of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.

2. Written notification to the home districts of the list of enrolled students shall be made within 72 hours of the determination of the Closure Action.

3. Written notification of the Closure Action and the effective date of closure of CBK shall be made by CBK to the California Department of Education and the Riverside County Office of Education by registered mail within 72 hours of the Closure Action.

4. Upon closure, CBK shall remain responsible for all liabilities arising from the operation of the charter school.

5. CBK will ensure notification to the parents/caregivers and students of CBK of the closure and provide information to assist parents/caregivers and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school and a process for the transfer of all student records.

6. Parents/caregivers will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework. CBK will provide parents/caregivers, students, and the receiving school districts copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at CBK, if CBK is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 USC § 1232g. Original records of CBK students will be stored by RCOE.

7. As soon as is reasonably practical, CBK will prepare final financial records. CBK will also have an independent audit completed by an independent auditor, approved in advance by the Riverside County Board of Education, and included on the State Controller's approved list of independent auditors as soon as is reasonably practical, but in no case later than six months after closure. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by CBK shall be the responsibility of Riverside County Board of Education or Riverside County Office of Education. CBK understands and acknowledges that CBK will cover the outstanding debts or liabilities of CBK. Any unused monies at the time of the audit will be returned to the appropriate funding source.

CBK understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education related funds will be returned to RCOE or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.

8. For six calendar months from the later of the Closure Action or effective date of the closure, or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the governing board and will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the school and student transfers.

9. The CBK shall adopt a plan, for the closure of the school in accordance with the requirements of the Schools Code.

10. In addition to the final audit, CBK shall also submit any required year-end financial reports to the California Department of Education and RCOE in the form and timeframe required.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this Charter or any other act or event that would end CBKs' right to operate as a charter school pursuant to this Charter or cause CBK to cease operation (see Appendix D: School Closure Procedures Checklist of activities in accordance with applicable law).

SECTION XVI: FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

Budget

CBK developed a three-year multi-year budget that supports the mission and goals proposed in this charter. The financial plan is intended to fulfill the terms of EC § 47605 (g) and provides financial information about the proposed charter school. Charter's fiscal management will be the responsibility of the charter school and Riverside County Superintendent of Schools. Individual line-item assumptions are shown in the three-year plan.

Special Education Funding

CBK receives all applicable special education funds as specified in the SELPA's Assembly Bill (AB) 602 Funding Allocation Plan as a school under the Riverside County Superintendent of Schools.

Financial Reporting

CBK contracts with RCOE and the RCSS to provide support services through the Personnel Services (PS), Administrative and Business Services Division (ABS) and Student Programs and Services (SPS). Payroll, purchasing, attendance, monthly financial reports, and other accounting activities are performed by RCOE. These services include a yearly financial audit by an independent audit firm utilizing commonly accepted accounting standards and procedures, and will follow the audit guidelines for K -12 education as prepared by the California State Controller's Office. In addition, a continuous monitoring of the fiscal status of CBK is implemented with an ongoing audit, which observes standards generally applied to the county's schools. Audit reports are made available to the public through CBK.

Insurance and Risk Management

CBK contracts with RCOE and RCSS to provide services through the Personnel Services Division for general liability insurance, workers compensation, and other required insurance from an insurance carrier licensed to do business in the State of California, and keep in full force during

the term of the charter, at least the following insurance coverage:

- *Property Insurance* - for replacement value, including coverage for all assets listed in the school's property inventory and consumables.
- *General Liability* - At least $2,000,000 per occurrence and $5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of the school, its governing board, officers, agents, employees, or students. The deductible per occurrence for said insurance shall not exceed $20,000 for any and all losses resulting from negligence, errors and omissions of the school, its governing board, officers, agents, employees, or students.
- *Workers' Compensation* - In accordance with the provisions of the California Labor Code, insurance adequate to protect the school from claims under Workers' Compensation Acts which may arise from its operation, with statutory limits.
- *Automobile Insurance* - to the extent necessary and in amounts appropriate for the type and use of the automobile.

Evidence of insurance coverage will be provided to the RCOE Administrative Services Unit upon request and will instruct the insurance carrier(s) to inform the RCSS immediately if the coverage becomes inoperative for any reason.

Administrative Services

CBK contracts with the RCOE and RCSS to provide support services through the Administrative and Business Services, Personnel Services, Educational Leadership Services, and Educational Services Divisions. This contract includes services provided by Accounting, Fiscal Services, Payroll and Retirement Processing, Technology System Support, Contracts and Purchasing, staff development and training, and instructional support. CBK CALPADS and CBEDS data are submitted through RCOE as the authorizing agent. Details of any business or administrative services, special education services, costs and funding between CBK and RCOE shall be detailed in a Memorandum of Understanding (MOU). CBK contracts with other providers as necessary or deemed appropriate to provide related administrative services.

Three Year Budget and Cash Flow Projection

Included in the attached portion of the financial plan are the following reports:

1. Three-Year Operating Budget
2. Revenue Assumptions for 2026-2027
3. Revenue Assumptions for 2027-2028
4. Revenue Assumptions for 2028-2029
5. Cash Flow Projection for 2026-2027

The financial plan for CBK is based on the best data available to the developers at the time the charter was written for renewal. The financial plan is based on the following assumptions:

- The school will enroll students in grades 9-12.
- Average ADA is estimated and based on prior years.
- Enrollment is estimated at 600 students in 2024-2025 expanding to 625 students in 2025-2026 and 655 students in 2026-2027
- The school will be funded pursuant to basic and supplemental funding for schools and under Community School funding and receive an increased apportionment for students who are expelled or on probation.
- COLA is based on the LCFF calculator.

- The administration of the school is provided by CBK principals and the costs are allocated based on the total number of students enrolled.
- Teachers are budgeted at a 30 to 1 ratio.
- Clerical support is allocated based on the number of enrolled students in the charter school.
- The budget includes operating costs to purchase curriculum materials and textbooks.
- Standards-based, California State Board of Education textbooks will be purchased.
- The nurse and other specialist services will be contracted with RCOE or other agencies on an as needed basis.
- The school will participate in special education funding through the Riverside County SELPA.
- Direct special education services and school psychologists will be provided by CBK staff. Any additional special education services will be contracted through RCOE or other agencies.
- The financial plan makes the assumption that the CBK will collect Community School funding for these students who are expelled or on probation, and funding for other students is based on the charter school block grant rate.

_____CBK_____Charter School

Interim Report and Multi-Year Projections

2025-26 through 2027-28

DESCRIPTION		2nd Interim Projected Budget 2025-26	Percent of Change over PY	Projected Budget 2026-27	Percent of Change over PY	Projected Budget 2027-28	Percent of Change over PY
ADA Actual/Projection (Number)		460	0.00%	495	7.61%	564	13.94%
REVENUES	*Object Codes*						
LCFF/EPA Revenue Sources	8010-8099	$ 7,702,907	0.00%	$ 8,820,684	14.51%	$ 10,214,281	15.80%
Federal	8100-8299	2,026,455	0.00%	1,315,221	-35.10%	1,039,511	-20.96%
State	8300-8599	913,479	0.00%	1,011,616	10.74%	1,116,180	10.34%
Local	8600-8799	603,877	0.00%	875,198	44.93%	650,000	-25.73%
Total Revenue		$ 11,246,718	0.00%	$ 12,022,719	6.90%	$ 13,019,972	8.29%
EXPENSES							
Certificated Salaries	1000-1999	$ 4,806,832	0.00%	$ 4,429,778	-7.84%	$ 4,770,044	7.68%
Classified Salaries	2000-2999	1,404,314	0.00%	1,491,652	6.22%	1,536,402	3.00%
Benefits	3000-3999	2,606,087	0.00%	2,523,783	-3.16%	2,624,734	4.00%
Books & Supplies	4000-4999	441,073	0.00%	248,444	-43.67%	273,288	10.00%
Services & Operating	5000-5999	3,604,864	0.00%	2,605,688	-27.72%	2,950,781	13.24%
Depreciation	6000-6999		0.00%		0.00%		0.00%
Other Outgo	7100-7299 7400-7499		0.00%		0.00%		0.00%
Other Outgo - Indirect Cost	7300-7399	846,861	0.00%	781,181	-7.76%	864,723	10.69%
Total Expenses		$ 13,710,031	0.00%	$ 12,080,526	-11.89%	$ 13,019,972	7.78%
OTHER SOURCES & USES							
Transfers In & Other Sources	8900-8999	$ 178,690	0.00%		-100.00%		0.00%
Transfers Out & Other Uses	7600-7699		0.00%		0.00%		0.00%
Total Expenditures & Uses		$ 178,690	0.00%	$ -	-100.00%	$ -	0.00%
NET INCREASE (DECREASE) IN NET POSITION		$ (2,284,623)	0.00%	$ (57,807)	-97.47%	$ 0	-100.00%
NET POSITION, RESERVES							
Beginning Balance		$ 9,043,140	0.00%	$ 6,758,517	-25.26%	$ 6,700,710	-0.86%
Ending Balance		$ 6,758,517	0.00%	$ 6,700,710	-0.86%	$ 6,700,710	0.00%

Components of Ending Balance:			
Net Investment in Capital Assets			
Restricted Net Position			
Unrestricted Net Position	6,758,517	6,700,710	6,700,710
Total Ending Net Position	6,758,517	6,700,710	6,700,710
Available Reserve %	49.30%	55.47%	51.46%

2025-26 Cash Flow Projections

CBK

	OBJECT	Beginning Balance	July Actuals	% Bud	August Actuals	% Bud	September Actuals	% Bud	October Actuals	% Bud	November Actuals	% Bud	December Actuals	% Bud	January Actuals	% Bud	February Actuals	% Bud	March Actuals	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance			**8,707,970.23**		**8,856,710.56**		**8,562,912.88**		**8,739,913.58**		**8,696,041.75**		**9,686,273.67**		**9,353,726.23**		**9,934,424.82**		**10,564,466.80**		**10,456,980.07**		**10,144,475.37**		**8,471,976.26**			**8,707,970.23**	**8,707,970.23**	
RECEIPTS																														
LCFF Sources																														
LCFF Principal Apportionment	8010-8019		398,712.00	0.00%	398,712.00	0.00%	771,076.00	0.00%	728,640.00	0.00%	864,622.00	0.00%	795,818.00	0.00%	1,191,116.00	0.00%	663,036.00	0.00%	465,658.00	0.00%	475,172.33	0.00%	475,172.33	0.00%	475,172.34	0.00%		7,702,907.00		(7,702,907.00)
Education Protection Account	8010-8019			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Property Taxes	8020-8079			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Miscellaneous Funds	8080-8099			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Federal Revenue	8100-8299		118,029.00	0.00%	-	0.00%	-	0.00%	0.07	0.00%	-	0.00%	-	0.00%	76,540.97	0.00%	19,992.88	0.00%	112,627.03	0.00%	1,699,265.05	0.00%		0.00%		0.00%		2,026,455.00		(2,026,455.00)
State Revenue				0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Lottery	8560			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Other State Revenue	8300-8599		8,226.00	0.00%	8,226.00	0.00%	4,413.72	0.00%	162,408.28	0.00%	637,950.00	0.00%	(501,053.55)	0.00%	14,805.00	0.00%	38,682.00	0.00%	42,861.59	0.00%	165,653.32	0.00%	165,653.32	0.00%	165,653.32	0.00%		913,479.00		(913,479.00)
Local Revenue				0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Interest	8660			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Other Local Revenue	8600-8799			0.00%	55,040.00	0.00%	50,255.29	0.00%	77,372.74	0.00%	49,555.09	0.00%	82,874.06	0.00%	49,536.00	0.00%	528,999.48	0.00%	49,515.00	0.00%	(339,270.66)	0.00%	-	0.00%	-	0.00%		603,877.00		(603,877.00)
Interfund Transfers In	8910-8929			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
All Other Financing Sources	8930-8979			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
TOTAL REVENUES			**524,967.00**	**0.00%**	**461,978.00**	**0.00%**	**825,745.01**	**0.00%**	**968,421.09**	**0.00%**	**1,552,127.09**	**0.00%**	**377,638.51**	**0.00%**	**1,331,997.97**	**0.00%**	**1,250,710.36**	**0.00%**	**670,661.62**	**0.00%**	**2,000,820.04**	**0.00%**	**640,825.65**	**0.00%**	**640,825.66**	**0.00%**	**-**	**11,246,718.00**	**-**	**(11,246,718.00)**
DISBURSEMENTS																														
Certificated Salaries	1000-1999		81,411.84	0.00%	320,593.40	0.00%	327,482.49	0.00%	364,499.80	0.00%	326,192.13	0.00%	338,748.01	0.00%	326,418.99	0.00%	331,548.48	0.00%	340,739.23	0.00%	683,065.87	0.00%	683,065.88	0.00%	683,065.88	0.00%		4,806,832.00		(4,806,832.00)
Classified Salaries	2000-2999		104,213.66	0.00%	56,966.88	0.00%	104,780.87	0.00%	152,709.18	0.00%	52,995.90	0.00%	153,398.92	0.00%	55,699.15	0.00%	106,455.57	0.00%	108,898.00	0.00%	169,398.62	0.00%	169,398.62	0.00%	169,398.63	0.00%		1,404,314.00		(1,404,314.00)
Employee Benefits	3000-3999		98,477.11	0.00%	142,437.91	0.00%	153,288.03	0.00%	175,340.40	0.00%	134,438.12	0.00%	176,243.78	0.00%	140,227.99	0.00%	159,162.27	0.00%	160,715.79	0.00%	421,918.53	0.00%	421,918.53	0.00%	421,918.54	0.00%		2,606,087.00		(2,606,087.00)
Books & Supplies	4000-4999		-	0.00%	223,705.87	0.00%	3,883.18	0.00%	3,990.71	0.00%	1,370.62	0.00%	6,210.23	0.00%	1,066.09	0.00%	4,543.94	0.00%	10,264.41	0.00%	62,012.65	0.00%	62,012.65	0.00%	62,012.65	0.00%		441,073.00		(441,073.00)
Services	5000-5999		92,124.06	0.00%	12,071.62	0.00%	57,873.46	0.00%	183,603.57	0.00%	46,898.40	0.00%	35,548.80	0.00%	69,467.82	0.00%	18,958.12	0.00%	157,530.92	0.00%	976,929.07	0.00%	976,929.08	0.00%	976,929.08	0.00%		3,604,864.00		(3,604,864.00)
Capital Outlay	6000-6599			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Other Outgo	7100-7299			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Indirect	7350			0.00%		0.00%	1,436.28	0.00%	132,149.26	0.00%	-	0.00%	36.21	0.00%	158,419.34	0.00%	(0.00)	0.00%	0.00	0.00%	-	0.00%	-	0.00%	554,819.91	0.00%		846,861.00		(846,861.00)
Debt Service	7400-7499			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Interfund Transfers Out	7600-7629			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
All Other Financing Uses	7630-7699			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
TOTAL DISBURSEMENTS			**376,226.67**	**0.00%**	**755,775.68**	**0.00%**	**648,744.31**	**0.00%**	**1,012,292.92**	**0.00%**	**561,895.17**	**0.00%**	**710,185.95**	**0.00%**	**751,299.38**	**0.00%**	**620,668.38**	**0.00%**	**778,148.35**	**0.00%**	**2,313,324.74**	**0.00%**	**2,313,324.76**	**0.00%**	**2,868,144.69**	**0.00%**	**-**	**13,710,031.00**	**-**	**(13,710,031.00)**
BALANCE SHEET ITEMS																														
Assets and Deferred Outflows																														
Cash Not in Treasury	9200			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Accounts Receivable	9200			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Prepaid Expenditures	9330			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Capital Assets	94XX			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Other Current Assets				0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
SUBTOTAL		**-**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**-**	**-**	**-**
Liabilities and Deferred Inflows																														
Accounts Payable	9500			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Current Loans	9640			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Unearned Revenue	9650			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
Other Liabilities	9650			0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		0.00%		-		-
SUBTOTAL	**9650**	**-**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**-**	**-**	**-**
TOTAL BALANCE SHEET ITEMS			**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**0.00%**	**-**	**-**	**-**	**-**
NET INCREASE/DECREASE			**148,740.33**		**(293,797.68)**		**177,000.70**		**(43,871.83)**		**990,231.92**		**(332,547.44)**		**580,698.59**		**630,041.98**		**(107,486.73)**		**(312,504.70)**		**(1,672,499.11)**		**(2,227,319.03)**		**-**		**-**	**2,463,313.00**
ENDING CASH BALANCE			**8,856,710.56**		**8,562,912.88**		**8,739,913.58**		**8,696,041.75**		**9,686,273.67**		**9,353,726.23**		**9,934,424.82**		**10,564,466.80**		**10,456,980.07**		**10,144,475.37**		**8,471,976.26**		**6,244,657.23**					

Transportation

CBK will not provide transportation to students attending its programs unless specified in the student's Individualized Education Plan (IEP). Transportation is a related service as defined by 34 CFR § 300.34(c)(16) of the IDEA regulations and can include travel to and from school and between schools; travel in and around school buildings; and specialized equipment such as special or adapted buses, lifts, and ramps. An IEP team is responsible for determining both if transportation is required to assist a student with a disability to benefit from special education and related services, and how the transportation services should be implemented. The specific needs of the pupil must be the primary consideration when an IEP team is determining any transportation needs. These may include, but are not limited to:

1. Medical diagnosis and health needs consideration of whether long bus rides could affect a certain pupil's health (duration, temperature control, need for services, health emergencies); general ability and/or strength to ambulate/wheel; approximate distance from school or the distance needed to walk or wheel oneself to the school; consideration of pupil needs in inclement or very hot weather, other.
2. Physical accessibility of curbs, sidewalks, streets, and public transportation systems.
3. Consideration of a pupil's capacity to arrive at school on time, to avoid getting lost, to avoid dangerous traffic situations, and to avoid other potentially dangerous or exploitative situations on the way to and from school.
4. Behavioral Intervention Plans (EC §§ 56520-56525) specified by the pupil's IEP and consideration of how to implement such plans while a pupil is being transported.
5. Mid-day or other transportation needs as required on a pupil's IEP (for example, occupational or physical therapy or mental health services at another site, community based classes, etc.) must also be taken into consideration when the IEP team discusses a pupil's placement and transportation needs.
6. Extended school year services, pursuant to EC § 56345(b)(3), should be another consideration of a pupil's need for transportation if considered necessary to provide a free appropriate public education as specified in a pupil's IEP

Transportation Options

Considering the identified needs of the pupil, transportation options may include, but not be limited to: walking, riding the regular school bus, utilizing available public transportation (any out-of-pocket costs to the pupil or parents are reimbursed by the local education agency), riding a special bus from a pick up point, and portal-to-portal special education transportation via a school bus, taxi, reimbursed parent's driving with a parent's voluntary participation, or other mode as determined by the IEP team. When developing specific IEP goals and objectives related to the pupil's use of public transportation, the IEP team may wish to consider a blend of transportation services as the pupil's needs evolve. Specialized transportation, as a related service, must be written on the pupil's IEP with specificity.

SECTION XVII: IMPACT ON THE COUNTY AND ASSURANCES

Impact on the County

CBK works diligently to assist the Riverside County Board of Education and Riverside County Office of Education in meeting any and all oversight obligations under the law, including, for example, monthly meetings, reporting, or other county-requested protocol.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, CBK does hereby agree, at its own expense, to indemnify, defend and hold harmless Riverside County Board of Education, Riverside County Superintendent of Schools, and Riverside County Office of Education and their members, officers, directors, agents, representatives, employees and volunteers (collectively, the "County") from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement.

CBK further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the County from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by CBK, its officers, directors, employees or volunteers. Moreover, CBK agrees to indemnify and hold harmless the County for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

CBK purchases general liability insurance to secure against financial risks. CBK procures and maintains appropriate insurance with coverage types and amounts determined by schools of similar size, location, and student population. RCSS, RCBOE, and RCOE shall be named an additional insured on the general liability insurance of CBK.

Assurances

It is hereby assured that CBK Charter:

1. Will meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or student assessments applicable to students in non-Charter public schools (EC § 47605(c)(1)).
2. Staff will be employed by the Riverside County Superintendent of Schools (RCSS) and will have all rights and responsibilities accordingly for the purposes of the Educational Employment Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 4 of Title 1 of the Government Code (EC § 47605(b)(5)(O))
3. Will be nonsectarian in its programs, admissions policies, employment practices, and all other operations (EC § 47605(d)(1)).
4. Will not charge tuition (EC § 47605(d)(1)).
5. Will admit all students who wish to attend the school, and who submit a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case admission will be determined through a public random lottery process (EC § 47605(d)(2)(B)).

6. Will not discriminate against any student on the basis of the characteristics listed in Section 220 of the Education Code (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, or association with an individual or group with such actual or perceived characteristics) (EC § 47605(d)(1)).
7. Will adhere to all provisions of federal law relating to students with disabilities, including the IDEIA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, that are applicable.
8. Will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
9. Will ensure that teachers in the school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers (EC § 47605(l)).
10. Will at all times maintain all necessary and appropriate insurance coverage.
11. Will, if a student is expelled or leaves the Charter school without graduating or completing the school year for any reason, notify the superintendent of the school district of the student's last known address within 30 days, and will, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information (EC §47605(d)(3)).
12. Will maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection (EC § 47605.6(d)).
13. Will, on a regular basis, consult with its parents and teachers regarding the Charter school's educational programs (EC § 47605(c)(2)).
14. Will comply with any jurisdictional limitation to locations of its facilities (EC § 47605.1).
15. Will comply with the California Building Standards Code of Title 24 of the California Code of Regulations, as adopted and enforced by the local building enforcement agency with jurisdiction, unless exempt under Education Code Section 47610.5 (EC §§ 47610, 47610.5).
16. Will comply with all laws establishing the minimum and maximum age for public school enrollment (EC §§ 47612(b), 47610).
17. Will comply with the provisions of the Political Reform Act (Government Code § 81000 et seq.) and implementing regulations (2 California Code of Regulations § 18110 et seq.).
18. Will comply with the provisions of the California Public Records Act (Government Code § 6252 et seq.).
19. Will comply with the Family Educational Rights and Privacy Act (20 U.S.C. 1232g).
20. Will follow any and all other federal, state, and local laws and regulations that pertain to the operation of the charter school.
21. Will not admit any student who is concurrently enrolled in a private school that charges the pupil's family for tuition (EC § 47602(b)).
22. A pupil cannot be required to attend a charter school (EC § 47602(b)).

SECTION XVIII: EVIDENCE OF ACADEMIC ACHIEVEMENT (Education Code Sections 47607 (a)(3)(A) and (b)(5)

Increases in academic achievement for all groups of students served by the CBK Charter are evident in a range of quantitative and qualitative measures, albeit in contextualized domains. State test scores on the CAASPP only represent a partial view of the success of CBK students. The CAASPP in ELA and math is required for eleventh grade students. The majority of CBK's enrollment is comprised of students over the age of 18 in grade 12. For example, student enrollment in CBK in 2016-2017 encompassed the following grade levels: 1% in 10th grade, 9% in grade 11, and 82% in grade 12.

When being considered for renewal, a charter school must meet at least one of five criteria listed in EC § 47607(b) relating to academic performance. The CBK Charter meets the fifth criterion for charter school renewal, "Qualified for an alternative accountability system pursuant to subdivision 9h) of section 52052" of the Education Code. CBK qualifies for the alternative accountability system pursuant to subdivision EC § 52052(g) which states the following:

> The Superintendent, with the approval of the state board, shall develop an alternative accountability system for schools under the jurisdiction of a county board of education or a county superintendent of schools, community day schools, nonpublic, nonsectarian schools pursuant to Section 56366, and alternative schools serving high-risk pupils, including continuation high schools and opportunity schools. Schools in the alternative accountability system may receive an API score, but shall not be included in the API rankings.

The State Board of Education (SBE) approved criteria for defining alternative schools in the new accountability system on July 12, 2017. This criteria replaces the former application process known as the Alternative Schools Accountability Model (ASAM) and requires schools not defined in EC § 52052(g) to complete an application process to receive California School Dashboard (Dashboard) Alternative School Status (DASS) every three years. All DASS Participates must maintain documentation of the 70 percent of students reflected on their DASS Participation Form. The CDE will conduct annual reviews and failure to provide such documentation may result in termination of the school's DASS.

To qualify for DASS, schools must meet the SBE-approved criteria that at least 70 percent of their enrollment (upon first entry to the school) is comprised of high-risk students. Student enrollment in CBK meets the definition of high-risk student groups as approved by the SBE for the following:

- Recovered Dropouts, as defined in EC § 52052.3(b), as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days.
- Credit deficient (i.e., students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements).
- Gap in enrollment (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-

instructional days such as summer break, holiday break, off-track, and other days when a school is closed).

- High level transiency (i.e., students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more than two times since entering high school).

CBK submitted the Alternative Schools Accountability Model (ASAM) Charter School Application in 2017-2018 based on the students served (calculated on non-duplicated counts) in CBK are 92% recovered dropouts and 8% credit deficient. CBK is approved as Dashboard Alternative Schools Status.

Alternative Metrics for Oversight and Renewal 2024-2025

Courage to Build Knowledge

CBK charter qualifies as a Dashboard Alternative School Status (DASS) school. As a DASS school, CBK is permitted to develop alternative metrics in addition to the school's performance on the CA Dashboard, in collaboration with RCOE. These alternative metrics are mutually determined by the charter and authorizer during a new charter's first year of the school's term, or in CBK's case, during the term of the petition. [Education Code 47607 (c)(7)]

The following goals and alternative metrics were developed in collaboration with the school, RCOE, National Charter Schools Institute, and Momentum Strategy and Research through the A-GAME
federal grant. These goals have been agreed upon by the school and RCOE to monitor and e valuate the school for renewal. RCOE will continue to work with the school, if revisions are necessary.

Renewal Goals			
Category	**Metrics**	**Goal**	**2024-2025**
Achievement and growth	ELPAC participation	95% participation of eligible students.	Met
	Language Proficiency and Growth	45% growth of eligible EL students on the ELPAC assessment.	47.3%
	Reclassification	Increase reclassification rates by 5%.	7.77%

	NWEA ELA	Average student level Condition Growth Percentile will be at least in the 40th percentile.	52.2
	NWEA math	Average student level Condition Growth Percentile will be at least in the 40th percentile.	45.9
Career and college readiness	A-G courses	90% of the students will be enrolled in A-G classes.	97.5% (fall 2025)
	Dual Enrollment	50% of the students enrolled in dual enrollment will successfully earn credits.	52/63 = 82.5%
	Course Success rate	75% of the students will pass all courses with a C or better.	62.4%
	One-year DASS graduation rate	At least 90% of the students within the one year cohort will graduate.	95.6 % of students

School climate / engagement	Attendance	Overall ADA will be 80% or better.	90.5%
	School safety	80% of students rate “safe” or “very safe” on the California Healthy Kids Survey.	89% of the students responded positively in the area of school safety.
	School connectedness	80% of students rate “connected” or “very connected” on the California Healthy Kids Survey.	74% of the students responded positively in the area of school connectedness.
	Panorama survey	At least 50% of the students will respond positively (“agree” or “strongly agree”) in all areas on the Collaborative for Academic, Social, and Emotional Learning (CASEL).	50.5% of the students responded positively to the assessment.
	Suspension rate	The school will earn blue on the Dashboard.	Met.
School climate /engagement	Attendance	Overall ADA will be 80% or better.	90.5%

	School safety	80% of students rate “safe” or “very safe” on the California Healthy Kids Survey.	89% of the students responded positively in the area of school safety.
	School connectedness	80% of students rate “connected” or “very connected” on the California Healthy Kids Survey.	74% of the students responded positively in the area of school connectedness.
	Panorama survey	At least 50% of the students will respond positively (“agree” or “strongly agree”) in all areas on the Collaborative for Academic, Social, and Emotional Learning (CASEL).	50.5% of the students responded positively to the assessment.
	Suspension rate	The school will earn blue on the Dashboard.	Met.

Renewal Goals

Category		**Metrics**	**Goal**	**Baseline**	**Current Outcome**
Academic Performance	EL Progress	ELPAC participation	95% participation of eligible students.	95%	95% (24-25)
		Language Proficiency and Growth	45% growth of eligible EL students on the ELPAC assessment.	45%	47.3% (24-25)
		Reclassification	Increase reclassification rates by 5%.	5%	7.77% (24-25)
	ELA	NWEA ELA	Average student level Condition Growth Percentile will be at least in the 40th percentile.	40th percentile	52nd percentile (24-25)
	Math	NWEA math	Average student level Condition Growth Percentile will be at least in the 40th percentile.	40th percentile	46th percentile (24-25)
	Career and college readiness	A-G courses	90% of the students will be enrolled in A-G classes.	90%	97.5 (24-25)
		Dual Enrollment	50% of the students enrolled in dual enrollment will successfully earn credits.	50%	58% (24-25)
Graduation Rate		Course success rate	75% of the students will pass all courses with a C or better.	75%	98.9% (24-25)

	One-year DASS graduation rate	At least 90% of the students within the one-year cohort will graduate.	90%	95.6% (24-25)
Conditions and climate	Attendance	Overall ADA will be 80% or better.	80%	90.5% (24-25).
	School safety	80% of students rate “safe” or “very safe” on the California Healthy Kids Survey.	86%	89% (25-26)
	School connectedness	80% of students rate “connected” or “very connected” on the California Healthy Kids Survey.	68% of the students responded positively in the area of school connectedness.	74% of the students responded positively in the area of school connectedness (25-26)
	Panorama survey	At least 50% of the students will respond positively (“agree” or “strongly agree”) in all areas of the Collaborative for Academic, Social, and Emotional Learning (CASEL).	54% of the students responded positively to the assessment.	50.5% of the students responded positively to the assessment. (25-26)
	Suspension rate	The school will earn blue on the Dashboard	Blue	Blue

LCAP Priority 4 Metrics

The LCAP Priority 4 metrics included for CBK include student performance on the CAASPP and ELPAC, the English learner reclassification rate, and the percentage of pupils who participate in, and demonstrate college preparedness pursuant to an Early Assessment Program. The College and Career Indicator (CCI) from the state dashboard, or any subsequent assessment of college preparedness.

In CBK, only 11th-grade students, which was 31.7% of the total student population in 2024-2025, take part in the Smarter Balanced Assessments in ELA and math as a part of the

CAASPP. The CAASPP and EAP do not reflect the academic achievement of the entire student body of CBK. Other metrics provide a complete picture of student academic achievement.

California Assessment of Student Performance and Progress (CAASPP) Schoolwide Data

English Language Arts Schoolwide Data

The percentage of students exceeding standards on the CASSPP in ELA increased from 3.27% in 2018-2019 to 4.02% in 2024-2025. The percent of students meeting standards on the CAASPP in ELA increased from standards on the CAASPP in ELA increased from 11.21% in 2018-2019 to 23.9% in 2024-2025

Mathematics Schoolwide Data

The percentage of students exceeding standards on the CASSPP in Math decreased from 0.47% in 2018-2019 to 0% in 2024-2025. The percent of students meeting standards on the CAASPP in MATH increased from standards on the CAASPP in Math increased from 0.94% in 2018-2019 to 2.92% in 2024-2025

English Language Arts Schoolwide Data

Year	Standard Met	Standard Exceeded
2019	11.21%	3.27%
2021	22.54%	2.11%
2022	17.31%	1.92%
2023	15.89%	6.5%
2024	14.37%	4.02%
2025	23.9%	4.68%

Mathematics Schoolwide Data

Year	Standard Met	Standard Exceeded
2019	0.94%	0.47%
2021	1.46%	0%

2022	0%	0.64%
2023	.93%	0%
2024	1.12%	.56%
2025	2.92%	0%

ELA CAASPP Student Group Data

The percent of economically disadvantaged students exceeding standards on the CAASPP in ELA increased from 3.01% in 2018-2019 to 4.32% in 2024-2025. The percentage of students meeting standard increased from 21.19% in 2020-2021 to 22.30% in 2024-2025.

Year	Standard Met	Standard Exceeded
2019	9.04%	3.01%
2021	21.19%	2.54%
2022	19.09%	0.91%
2023	11.11%	4.94%
2024	13.91%	4.35%
2025	22.30%	4.32%

The percent of Hispanic/Latino students exceeding standards on the CAASPP in ELA increased from 1.92% in 2018-2019 to 5.76% in 2024-2025. The percentage of students meeting the standard decreased from 10.26% in 2018-2019 to 16.55% in 2024-2025.

Year	Standard Met	Standard Exceeded
2019	10.26%	1.92%
2021	22.12%	2.88%
2022	18.49%	1.68%
2023	9.09%	6.49%
2024	14.89%	2.84%
2025	16.55%	5.76%

The percentage of white students who met ELA standards has ebbed and flowed through the years. The white subgroup did not have enough student data to generate a metric in 2022-2023. Met rates increased from 18.75% to 70.59% while exceeding rates remained at 0%. The small N size for this subgroup is responsible for the variance.

MATH CAASPP Student Group Data

The percent of economically disadvantaged students meeting standards in Math increased from 1.22% in 2018-2019 to 2.88% in 2024-2025. The percentage of students exceeding standard stayed at 0% from 2020-2021 to 2024-2025.

Year	Standard Met	Standard Exceeded
2019	1.22%	0.00%
2021	0.88%	0.00%
2022	0.00%	0.00%
2023	1.22%	0.00%
2024	0.85%	0.85%
2025	2.88%	0.00%

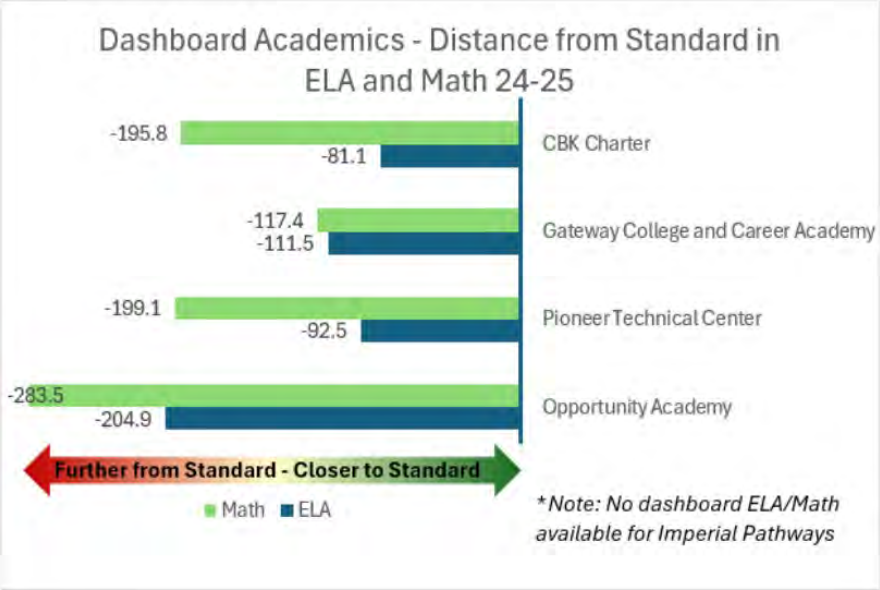
The percent of Hispanic/Latino students meeting standards on the CAASPP in math increased from 0% in 2018-2019 to 3.60%% in 2024-2025. Exceed rates declined slightly from 0.65% in 2018-2019 to 0.00% in 2024-2025.

Year	Standard Met	Standard Exceeded
2019	0.00%	0.65%
2021	0.00%	0.00%
2022	1.00%	0.00%
2023	1.28%	0.00%
2024	1.40%	0.70%
2025	3.60%	0.00%

The white subgroup N size was too low to display a metric for 2022-2023. The percentage of students meeting the math standard was at 4.35% in 2018-2019 and decreased to 0% in 2024-2025. CBK remains committed to ensuring students are prepared in mathematics.

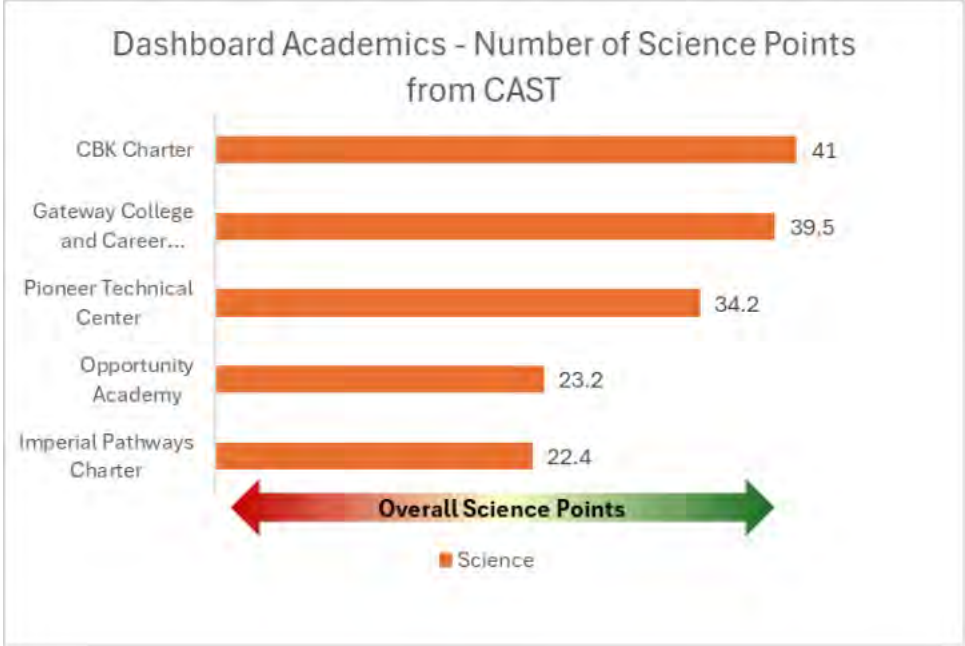
Year	Standard Met	Standard Exceeded
2019	4.35%	0.00%
2021	6.67%	0.00%
2022	0.00%	0.00%
2023	N/A < 11 total students	N/A < 11 total students
2024	0.00%	0.00%
2025	0.00%	0.00%

Comparable Charters ELA and Math Results



Science

With the release of the 2024-2025 dashboard, the state has made the newly administered California Science Test (CAST) average number of science points attained available. Amongst comparable charters, CBK performs the best.



Early Assessment Program (EAP)

English Language Arts

The percentage of students College Ready based on the CAASPP in ELA increased from 2.1 1% in 2020-2021 to 4.68% in 2024-2025. The percentage of students College Conditional Ready increased from 22.54% in 2020-2021 to 22.9% in 2024-2025.

Year	Conditionally Ready	Ready
2021	22.54%	2.11%
2022	17.31%	1.92%
2023	15.89%	6.5%
2024	14.37%	4.02%
2025	23.9%	4.68%

The percent of students College Ready based on the CAASPP in Math remained at 0% from 2020-2021 to 2024-2025. The percent of students College Conditional Ready increased from 1.46% in 2022-2023 to 2,92% in 2024-2025.

Year	Conditionally Ready	Ready
2021	1.46%	0%
2022	0%	0.64%
2023	.93%	0%
2024	1.12%	.56%
2025	2.92%	0%

College and Career Indicator (CCI)

CBK has steadily increased with a combined “Approaching Prepared” and “Prepared” rate of 3.0% in 2022-2023, to a combined rate of 13.4% in 2024-2025.

Year	Approaching Prepared	Prepared
2019	N/A	N/A
2021	N/A	N/A
2022	N/A	N/A
2023	1.1%	1.9%
2024	5.0%	5.4%
2025	8.8%	4.6%

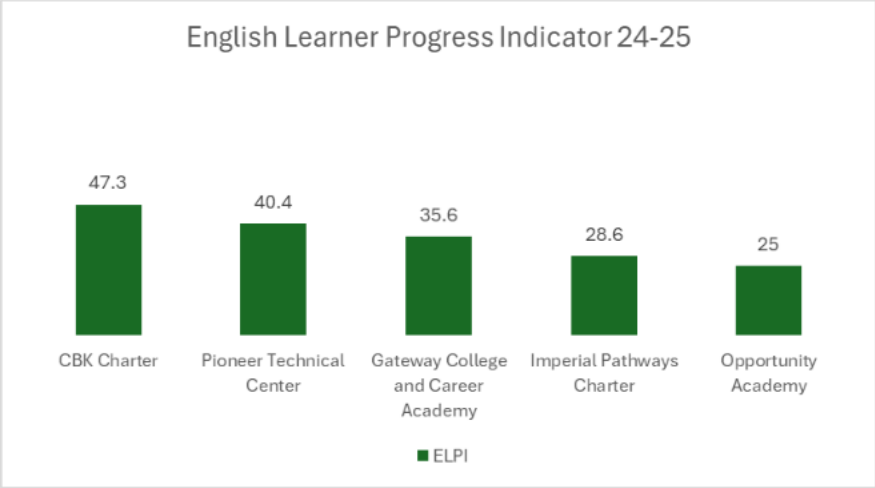
English Language Proficiency Assessments for California (ELPAC)

The precent of English Learners meeting progress criterion for the English Learner Progress Indicator (ELPI) has fluctuated from 36.5% in 2021-2022 to 47.3% in 2024-2025

Year	Percent Making Progress on ELPI
2021	N/A
2022	36.5%
2023	55.2%
2024	35.2%
2025	47.3%

ELPI Comparable Charters 24-25

Amongst comparable charters, CBK performs the best on the English Learner Progress Indicator for 2024-2025.



English Learner (EL) Re-Designation

Reclassification rates decreased from 2020-2021 from 11.5% to 7.77% in 2025. However, this also reflects an effort on behalf of the charter to increase reclassification for students in prior years and anticipated a drop in rates as students leave the English Learner program. The rates have also been affected by increasing enrollment over the years as the rate considers prior year ELs to the comparison years number of redesignated students. It

is anticipated that reclassification rates will increase in subsequent years as CBK continues its focus on reclassification.

Year	Census ELs	Reclassified Students	Reclassification Rate
2021	71	3	11.5%
2022	57	0	0.00%
2023	71	12	21.1%
2024	90	14	19.7%
2025	94	9	7.77%

Career Technical Education

In 2024-2025, 14.4 % of students completed a CTE course, and 95% completed a UC a-g approved course.

LCAP Priority 5 Metrics

Annual Student Attendance Rate

Attendance rates have increased from 82.8% in 2020-2021 to 90.5% in 2024-2025.

Year	Attendance Rate
2021	N/A
2022	82.8%
2023	84.6%
2024	89.3%
2025	90.5%

Chronic Absenteeism Rate

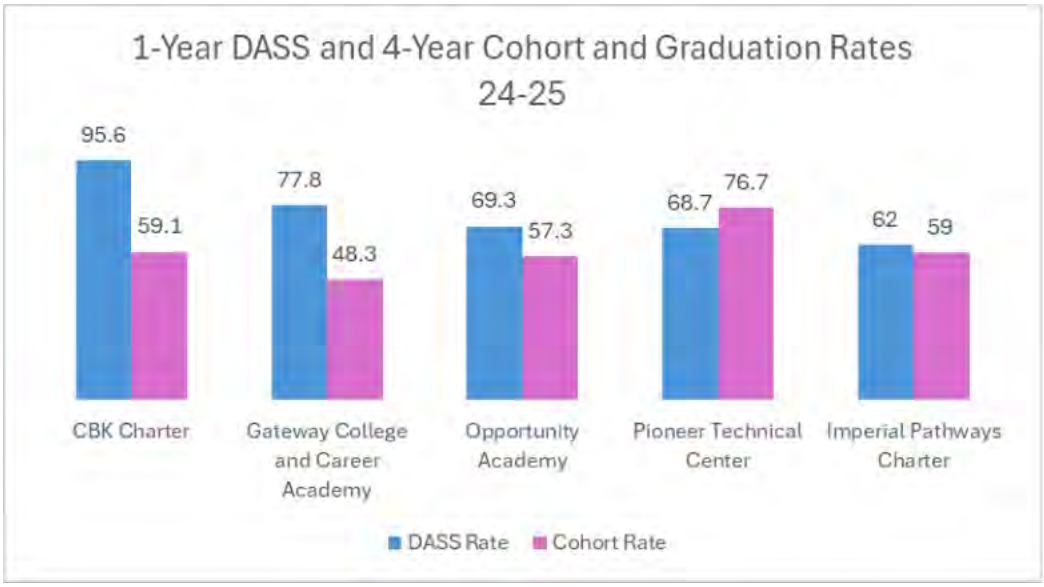
Chronic absenteeism declines from 47.5% in 2021-2022 to 33.1% in 2024-2025.

Year	Chronic Absenteeism Rate
2021	N/A
2022	47.3%
2023	45.1%
2024	35.7%
2025	33.1%

High School Graduation

The county-wide high school graduation rate increased from 89.9% in 2022-2023 to 93.2% in 2024-2025. CBK is considered an Alternative Schools Accountability Model (ASAM) program where one-year DASS graduation rates can be considered most appropriate. Under one-year DASS rates, CBK rose from 84.3% in 2021-2022 to 95.1% in 2024-2025.

Year	Cohort Graduation Rate (County-Wide)	CBK Cohort Rate	CBK One Year DASS Graduation Rate
2021	N/A	N/A	N/A
2022	89.9%	46.5%	84.3%
2023	91.4%	38%	84.3%
2024	92.4%	41.7%	96%
2025	93.2%	59.1%	95.1%



LCAP Priority 6 Metrics

Suspension and Expulsion Rates

Suspension and expulsion rates remained at 0 for the last three years, indicating that no stu dents have been suspended or expelled. CBK remains committed to ensuring students have a positive learning environment.

Year	Suspension Rate	Expulsion Rate
2021	0.0%	0.0%
2022	0.0%	0.0%
2023	0.0%	0.0%
2024	0.0%	0.0%
2025	0.0%	0.0%

LCAP Priority 7 Metrics

Enrollment in a Broad Course of Study

All 2024- 2025 students were enrolled in a broad course of studies and programs. The percent of students enrolled for one semester who earned at least 25 credit s toward graduation was 97.6%.

LCAP Priority 8 Metrics

CBK Short-Cycle Assessments in ELA and Math

The percent of students, in the aggregate, that are considered in the 41st percentile or great er on the short cycle assessments in ELA increased from 58% in 2023-2024 to 71% in 2024-2025. The percent of students, in the aggregate, that are considered in the 41st percentile or greater on the short cycle assessments in math increased from 28% in 2014-2015 to 41% in 2024-2025.

APPENDIX A

INSTRUCTION

SUBJECT: Independent Study

The Riverside County Office of Education (County Office) authorizes independent study as an optional alternative instructional strategy for students, including adult education students, whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study. (cf. 6143 - Courses of Study) (cf. 6146.1 - High School Graduation Requirements)

The Riverside County Board of Education (County Board) shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Riverside County Superintendent of Schools (County Superintendent) or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the County Office's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

The County Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a County Office employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

General Independent Study Requirements

For the 2021-22 school year, the County Office shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the County Office has obtained a waiver. (Education Code 51745) For the 2022-23 school year and thereafter, the County Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the County Office's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the County Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. 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 engagement specified in Education Code 52060

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3. Learning required concepts, as determined by the supervising teacher

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The County Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade-level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the County Office for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code 51747)

The County Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction

2. For students in grades 4-8, opportunities for both daily live interaction ad at least weekly synchronous instruction

3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The County Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the approved instructional calendar

2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span.

3. Being in violation of their written agreement

Tiered reengagement strategies procedures used in County Office independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student

2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation

3. A plan for outreach from the school to determine student needs, including programs to address chronic absenteeism, and connection with health and social services as necessary

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The County Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The County Superintendent or designee shall ensure that a written master independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747, 51749.5)

The County Office shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 202223 school year. This notice shall be posted on the County Office's website, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the County Office shall conduct a telephone, videoconference, or in- person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703).

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work

3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

4. A statement of the County Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

6. 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

7. 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, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

8. A statement that independent study is an optional educational alternative in which no student may be required to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

10. For a pupil participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, before the commencement of independent study, by the student, the student's parent/guardian, or caregiver if the student is under ag 18 years, the certificated employee responsible for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For independent study programs scheduled for less than 15 school days, each written agreement shall be signed no more than 10 school days from the student's first day of independent study.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate, including but not limited to, as a reengagement strategy and/or if requested by a parent/guardian/student prior to enrollment or disenrollment from independent study.

Course-Based Independent Study

The County Office's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6

2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the County Office or by another County Office, charter school, or county office of education with which the

County Office has a memorandum of understanding to provide the instruction.

3. Courses shall be annually certified by County Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the County Office for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students

in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student- parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well- being.

6. Examinations shall be administered by a proctor.

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the County Office. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The County Office shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the County Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the County Office's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the County Board certifications made pursuant to item #~~2~~3 above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years

4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

6. 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, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course- based independent study.

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, 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 the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student, 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 of Family Code 6550-6552.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person studentparent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

The County Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The County Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the County Board policy, administrative regulation, and other procedures related to independent study

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)

6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a County Office employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The County Office shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The County Superintendent or designee also shall maintain a written or computer based record such as a grade book or summary document of student engagement, for each class, of all grades**,** assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The County Superintendent or designee shall annually report to the County Board the number of County Office students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the County Board and County Superintendent shall determine areas for program improvement as needed.

Legal Reference:
CODE OF REGULATIONS, TITLE 5
11700-11703 Independent study
COURT DECISIONS
Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
EDUCATION CODE
17289 Exemption for facilities
41976.2 Independent study programs; adult education funding
42238 Revenue limits
42238.05 Local control funding formula; average daily attendance
44865 Qualifications for home teachers
46200-46208 Incentives for longer instructional day and year
46300-46307.1 Methods of computing average daily attendance
46390-46393 Emergency average daily attendance
47612-47612.1 Charter school operation
47612.5 Charter school operations, general requirements
48204 Residency requirements for school attendance
48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49011 Student fees
51225.3 High school graduation
51745-51749.6 Independent study programs
52522 Adult education alternative instructional delivery
52523 Adult education as supplement to high school curriculum; criteria
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice
FEDERAL UNITED STATES CODE
20 USC 6301 Highly qualified teachers
MANAGEMENT RESOURCES
CA Dept of Education Publication: California Digital Learning Integration and Standards Guidance, April 2021
CA Dept of Education Publication: Elements of Exemplary Independent Study
WEB SITE
California Consortium for Independent Study: http://www.ccis.org
California Department of Education, Independent Study: http://www.cde.ca.gov/sp/eo/is/ Education Audit Appeals Panel: http://www.eeap.ca.gov

Division of Student Programs and Services
Alternative Education and CBK

Independent Study Agreement

Student Name: _____ Grade Level: _____ Age: _____

Address: _____ Date of Birth: _____

City: _____ Zip Code: _____ Phone Number: _____ Cell Phone Number: _____

School of Enrollment/Program Placement: _____

SEMESTER AGREEMENT:

Beginning Date: _____ Ending Date: _____

REPORTING:
Students are required to report to their teacher(s) as scheduled. Manner of Reporting: Meet with each instructor. Notification of student in danger of failing, progress reports, and report cards will be mailed to households throughout the academic term. The parent and student portal report academic progress as well.

Time: _____ Day: _____ Frequency: _____ Place: _____

OBJECTIVES, METHODS OF STUDY, METHODS OF EVALUATION, AND RESOURCES:
The student is to complete the courses listed below. Course objectives reflect the curriculum adopted by the district's governing board and are consistent with the standards outlined in the RCOE Course of Study. The specific objectives, methods of study and evaluation, and resources for each assignment covered by the agreement will be described in the course syllabus and assignment contracts which are part of this agreement. Upon request, pupils will be provided with connectivity and devices adequate for participation and completion of work in all subjects.

Courses Enrolled	Credits Attempted	Credits Earned	Grade

Courses Enrolled	Credits Attempted	Credits Earned	Grade

Courses Enrolled	Credits Attempted	Credits Earned	Grade

Classes may be added, dropped, or changed according to the academic progress and needs of the student. Changes require the signature and date of the teacher, parent, and student.

ASSIGNMENTS:
When the superintendent or designee agree, in the event of an emergency or other contingency that prevents a student from keeping his regularly scheduled appointment, the assigned work due on that appointment will be due on the following regularly scheduled appointment in addition to the work that will be assigned for the intervening school days from the missed appointment to the next appointment.

According to District policy, the maximum time allowed between the assignment and the date the assignment is due is: grade K-3, 2 weeks; grade 4-8, 4 weeks; grade 9-12, 6 weeks unless a prior exception is made in accordance with District policy. After 3 missed appointments for this agreement, attendance (assignment completion) that drops below 50%, and/or whenever a pupil is receiving a grade of "D" or lower or if the pupil's grade has dropped two or more grades from the previous grading period, an evaluation will be made to determine whether Independent Study is an appropriate strategy for this student.

ACADEMIC AND OTHER SUPPORTS TO ADDRESS THE NEEDS OF PUPILS NOT PERFORMING AT GRADE LEVEL
A multi-tiered system of support addresses the different learning needs of students, including English learners, individuals with exceptional needs consistent with the pupil's individualized education program or 504 plan, pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports. Tier one responses include differentiated instruction, credit recovery classes, tutoring, and/or receive support with social-emotional domains of learning such as behavioral/mental health counseling, mentoring, and social work services. Tier two targeted group supports and interventions for academics include targeted intervention from teachers, after school support from instructors, and tutoring from contracted providers, and mental health group counseling. Tier three intensive individualized supports and interventions include ELA and math intervention courses during summer school and targeted intervention tutoring, and individual mental health counseling. Implementation of tiered reengagement will occur if a student does not generate 10 percent of instructional time over four weeks, or a student does not participate in synchronous instructional offerings for more than 50 percent of the time in a given month.

EQUITABLE PROVISION OF RESOURCES AND SERVICES:
The Independent Study option is to be substantially equivalent in quality and quantity to classroom instruction, and students who choose to engage in Independent Study are to have equality of rights and privileges with students in the regular school program.

VOLUNTARY STATEMENT:
Independent Study is an optional educational alternative that students voluntarily select, including expelled students (Education Code Section 48915) and/or students whose expulsion has been suspended (Education Code Section 48917). All students who choose independent study must have the continuing option of returning to the classroom.

SIGNATURES AND DATES:
In person and electronic signatures that comply with state and federal standards are acceptable. I have read and understand the terms of this agreement, and agree to all the provisions set forth.

Student: _____ Date: _____

Parent/Guardian/Caregiver: _____ Date: _____

Supervising Teacher: _____ Date: _____

Other Assisting Teachers: _____ Date: _____

Special Education Certificated Employee: _____ Date: _____

Change in Course Enrollment: ☐ Teacher: _____ ☐ Student: _____ ☐ Parent: _____

FORM NO. 5706T-E (Revised 07/22) DISTRIBUTION: White Copy - Student File Yellow Copy - Parent

APPENDIX B

CBK MULTI-TIERED SYSTEM OF SUPPORT FOR STUDENTS

Mission Statement

CBK Charter is committed to improving socio-emotional, attendance, and academic student growth by providing a forum for professional collaborations between involved stakeholders.

Goal of MTSS

The goal of Multi-Tiered Systems of Supports is to provide students with socio-emotional, attendance, and academic intervention on a structured schedule. When a student is brought forth as an intervention candidate, the intervention plan will result in setting measurable benchmarks for growth. As these interventions are reviewed for efficacy, our available resources, interventions, and universal supports will be refined.

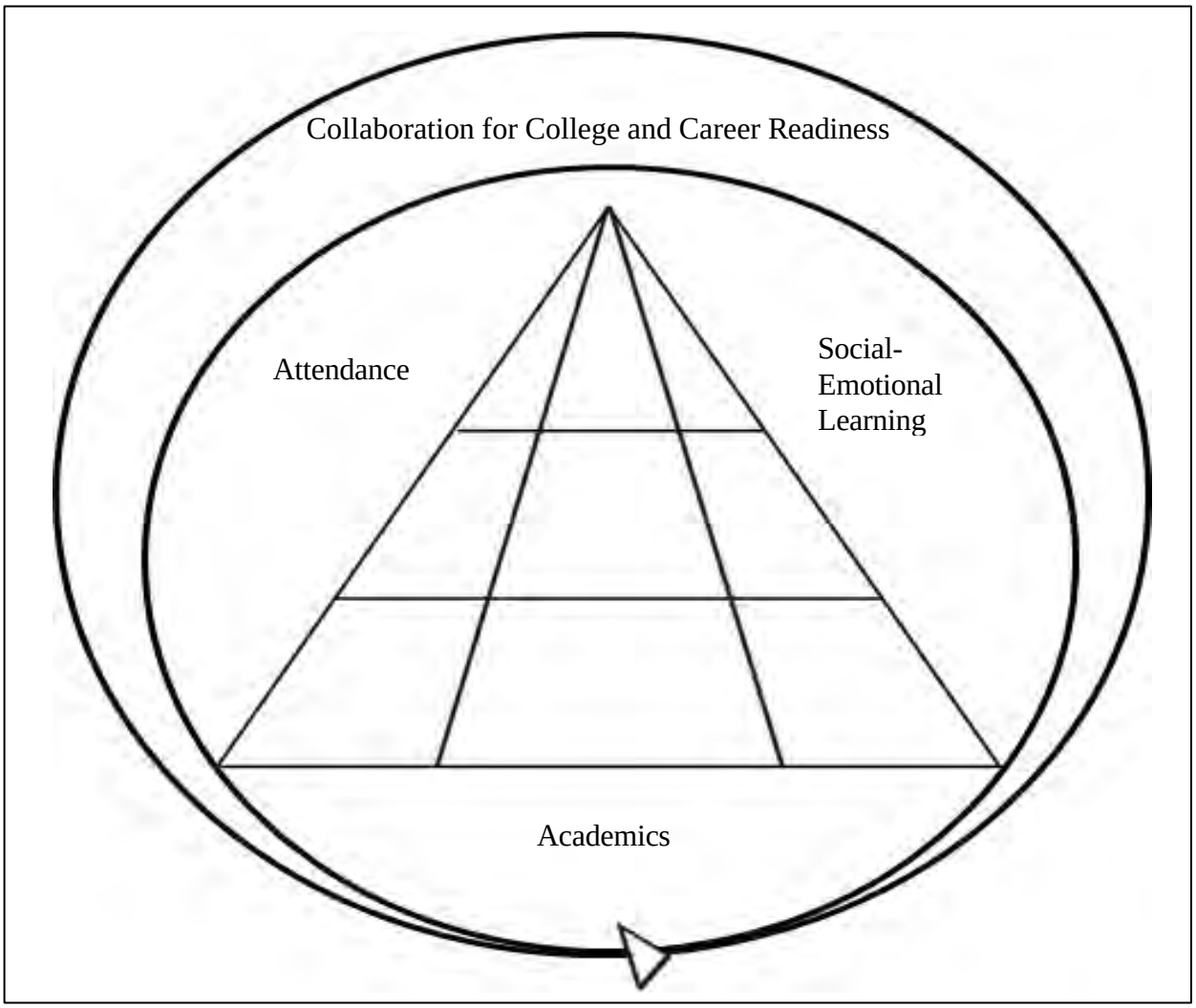
Key Terms for MTSS

MTSS (Multi-Tiered Systems of Support) – This is a model in which stakeholders from different backgrounds discuss identified needs for student supports and create an intervention plan based on the outcome of the discussion. Through a defined system of re-evaluating the MTSS process, the outcome of MTSS is constantly improving supports.
Tiers – There are three intervention tiers to MTSS.
Tier 1: (Universal supports available to all students)
Tier 1 are preventative and proactive supports that are regularly used and consistently applied to all students.
Tier 2: (Targeted supports)
Tier 2 supports are additional short-term interventions with moderate intensity. These students are deemed to be at-risk of needing intensive individual supports.
Tier 3: (Intensive individual supports)
Tier 3 interventions are additional high-intensity interventions with longer durations for students demonstrating chronic issues that have not been adequately met with lower-tier supports.

MTSS Protocol

Who: MTSS collaborations may include, but is not limited to, certificated, classified, administrative, and agency partners who are active stakeholders in student achievement.
What: Candidates will be recommended for collaborative discussion or intervention review based on stakeholder recommendation and/or automatic data triggers.
Site principal/designee will serve as the facilitator of these meetings.
The outcome of the collaborations will be an intervention plan with a set review date where benchmark data will be provided and analyzed. Time must be allotted in each of the collaborations to review open intervention plans.
When: MTSS collaborations are to be held the entire duration of one monthly PLC.
Where: These will be conducted in three zones. The three zones will be Riverside, mid-county, and the desert.
How: [See Diagram]

Multi-Tiered Systems of Support Framework



Roles

Facilitator:

The role of the facilitator is to make sure that the collaborations take place in a well-organized manner. The facilitator will keep meetings moving at a pace that allows for equity in discussing intervention cases. They will stay impartial and contribute to the meeting by adding personal insight as a stakeholder and by asking guiding questions. The facilitator will also contribute examples of classroom interventions to examine practices that have been used while furthering discussions. The facilitator will assist in the development of set goals and aid the team in making sure that lower-tiered supports are utilized properly before escalating to higher-tiered supports.

Recorder:

The recorder takes notes about what is discussed throughout the meeting. These notes are filed with the intervention manager. The role of recorder is assigned by the facilitator to one of the stakeholders in the room.

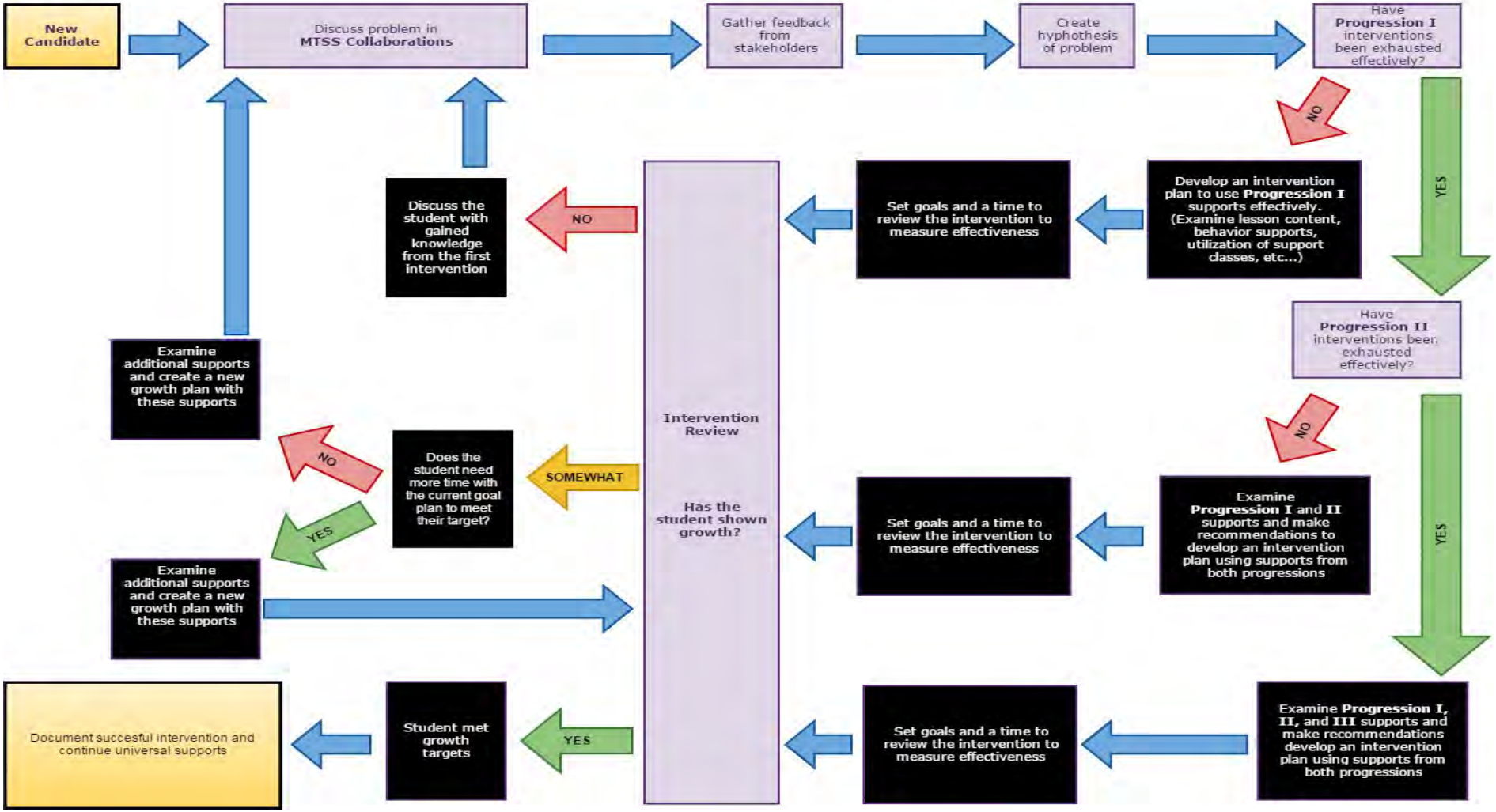
Intervention Manager:

The intervention manager will fill out the intervention plan, enter the information in the student information system, and prepare data when interventions are ready for review. This role is assigned at the time of developing an intervention plan by the facilitator. The intervention manager will also discuss the intervention plan with the student.

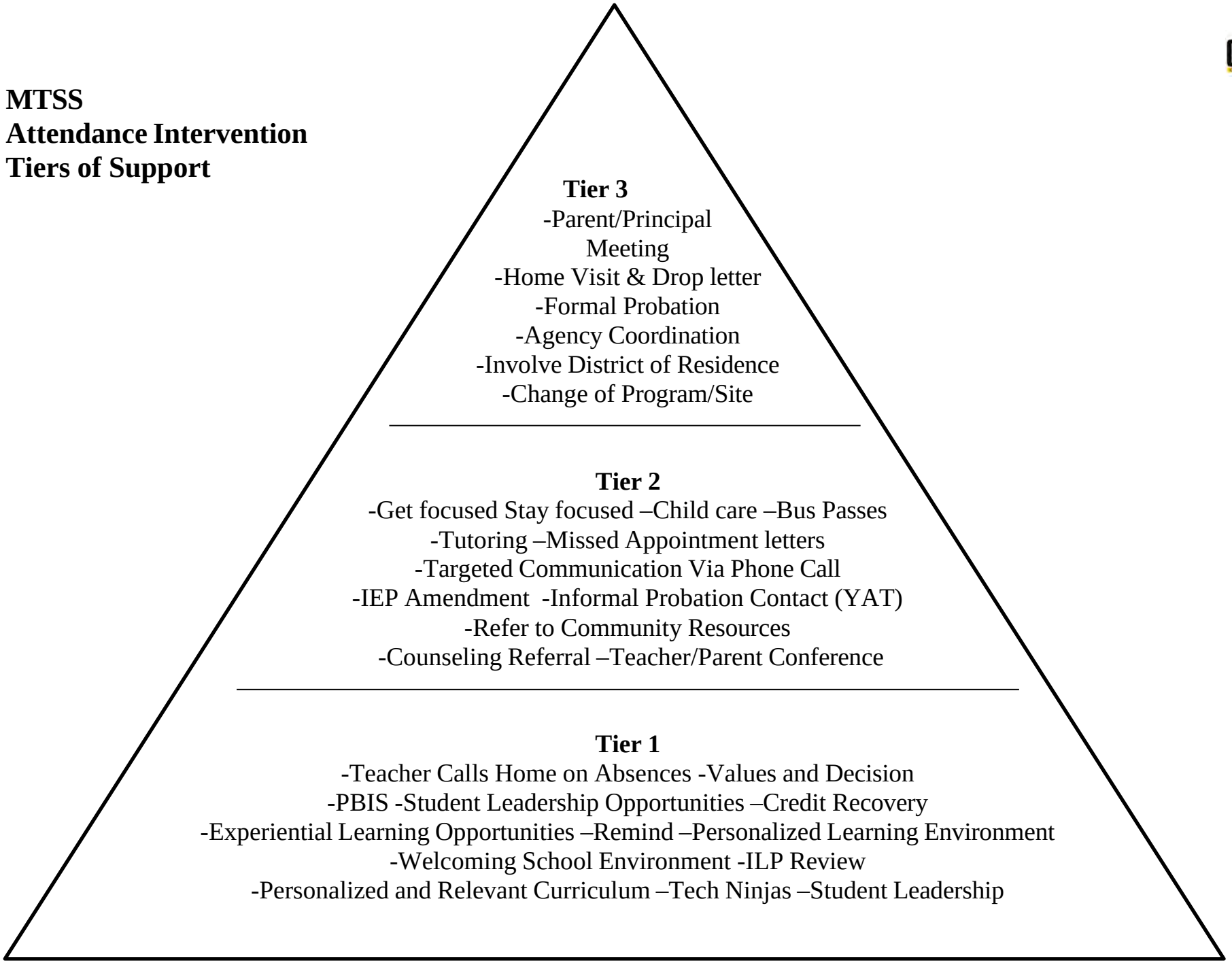
Stakeholders:

The stakeholders are all present staff members and agency partners who participate in MTSS collaborations. This will consist of certificated, classified, agency partners, and administrative personnel. Everyone is encouraged to discuss best practices and experiences that may be pertinent to whichever case is being examined for goal setting.

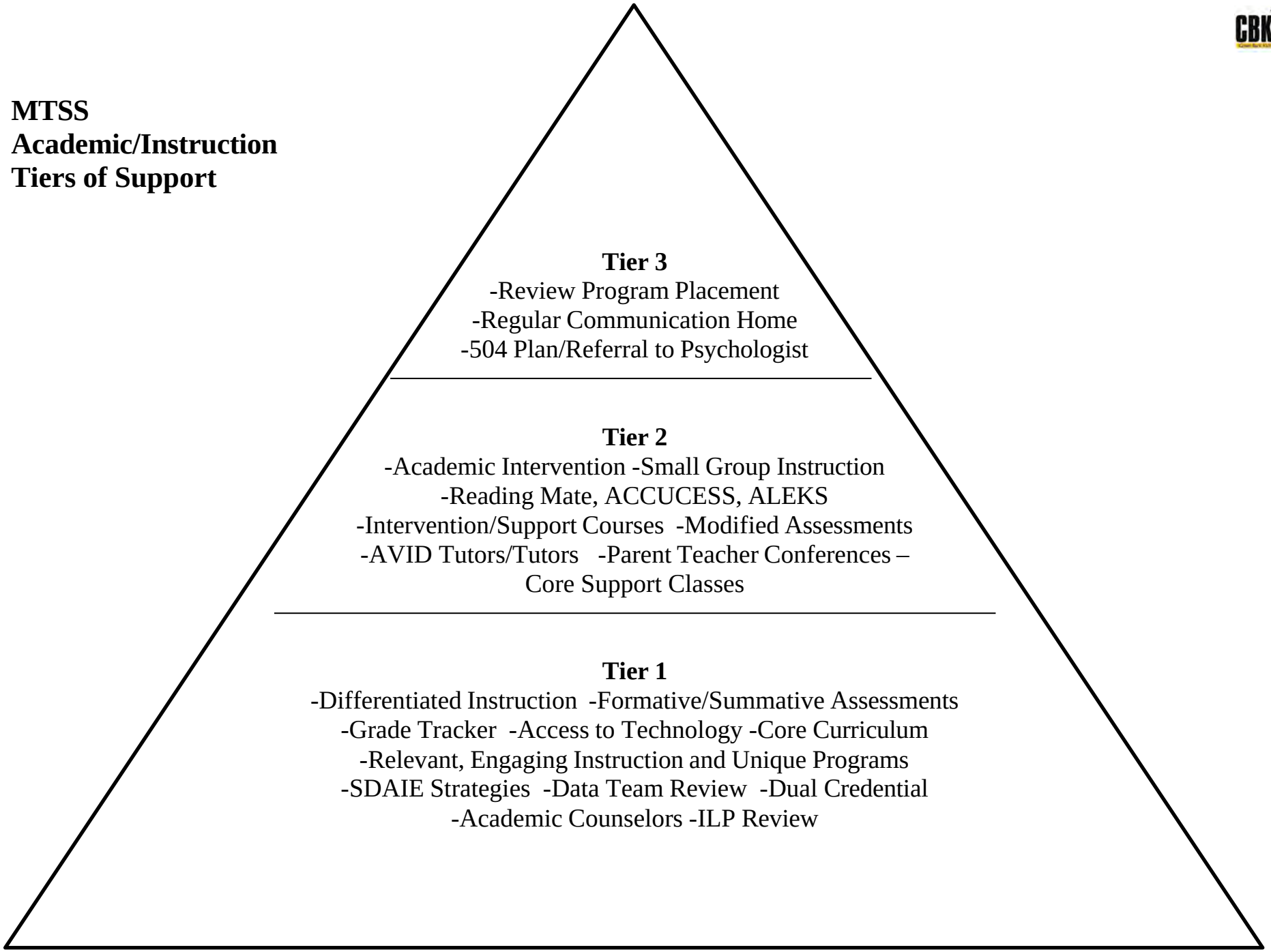
MTSS Flowchart



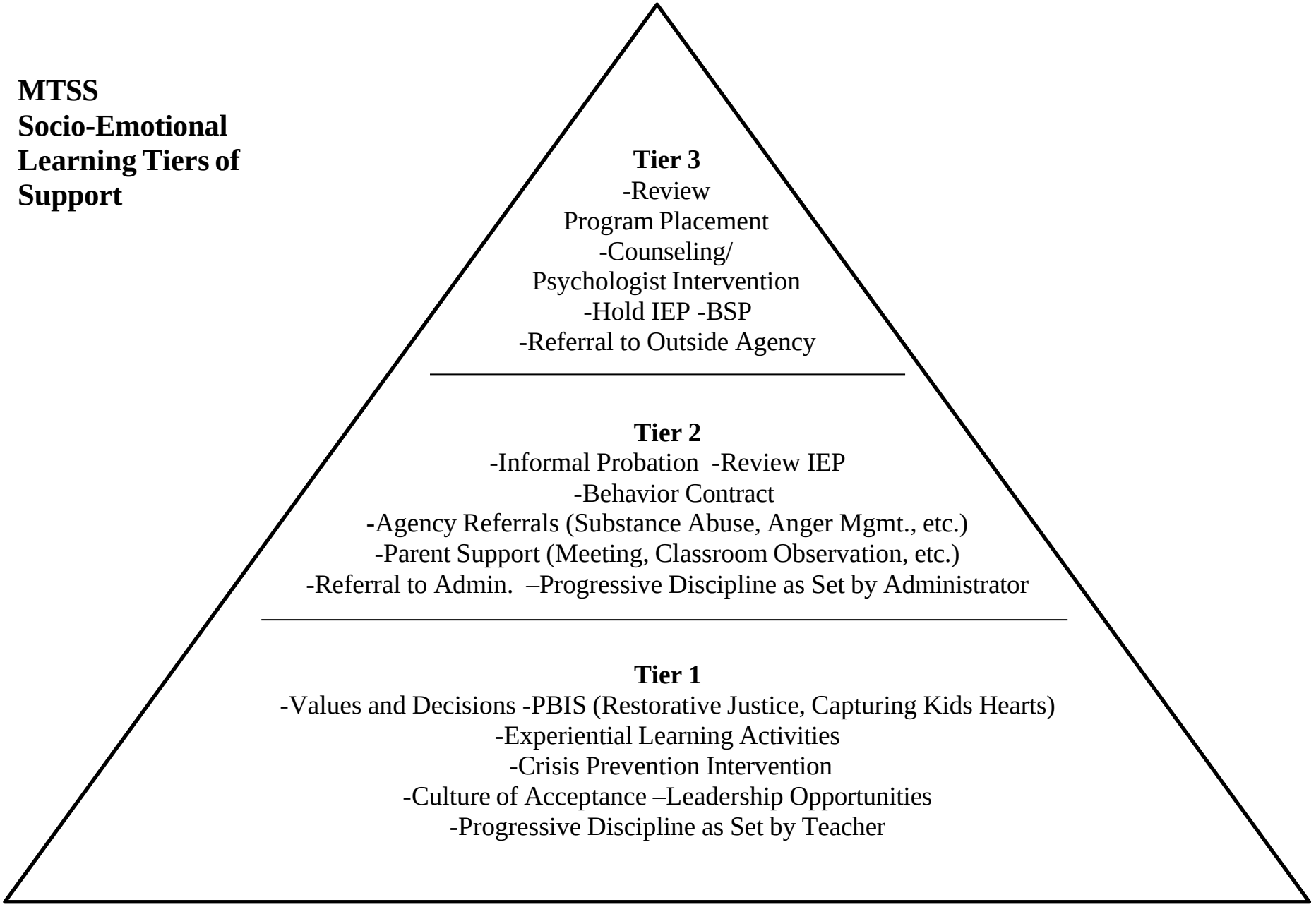
MTSS
Attendance Intervention
Tiers of Support



MTSS
Academic/Instruction
Tiers of Support



MTSS
Socio-Emotional
Learning Tiers of
Support



MTSS Record of Intervention

Student ID: Text Last Name: Text First Name: Text
Referred by: Click here to enter text. Intervention Manager: Text Recorder: Text Date: Date
Hypothesis of Concern: Text

What current interventions have been done for this student?

Attendance:

☐ IA called home on absences ☐ Community room, field trips, sports ☐ Positive classroom environment/monitoring and awareness
☐ Welcoming school environment ☐ ILP review ☐ Relevant instruction and unique programs ☐ Home visit ☒ Absence letters (A2A) ☐ SART
☐ IEP amendment ☐ Informal probation (YAT) ☐ Refer to community resources ☐ SARB ☐ Parent Meeting ☐ Other: Text

Academic:

☐ Differentiated instruction ☐ Formative/summative assessments ☐ Double block courses (core/support) ☐ Access to technology
☐ Core curriculum ☐ Relevant instruction and unique programs ☐ SDAIE strategies ☐ Data team review ☐ Academic counseling
☐ Increased learning time ☐ ILP review ☐ Awards/incentives ☐ Small group instruction ☐ Parent/Teacher conferences ☐ English 3D
☐ ALEKS ☐ Adapted text ☐ SES tutoring ☐ Modified assessments ☐ Review program placement ☐ Regular communication home
☐ Intensive one-on-one tutoring ☐ 504 plan ☐ Referral to Psychologist ☐ Other: Text

Social-Emotional:

☐ PBIS/Restorative Justice/Capturing Kids Hearts ☐ Experiential learning activities ☐ Assemblies/incentives ☐ Crisis prevention intervention
☐ Culture of acceptance ☐ PELI ☐ Progressive discipline as set by teacher ☐ Security/SRO/PO intervention ☐ Review IEP
☐ Temporary change of environment ☐ Behavior contract ☐ Student success placement ☐ Agency referrals
☐ Parent intervention (meeting/classroom observation/etc.) ☐ Referral to office ☐ Progressive discipline as set by administrator ☐ Counseling (Type)
☐ Psychologist intervention ☐ Behavior support plan ☐ Referral to outside agency ☐ Other: Text

Collaborative notes: Text

Establish Goals:

Goal: Text
Actions: Text
Stakeholder(s): Text

Goal: Text
Actions: Text
Stakeholder(s): Text

Review Date: Date
Outcome? ☐ Met ☐ Partially met ☐ Not met

Intervention Conclusion:

☐ Noting successful intervention on Date
☐ Modifying intervention plan
Outcome notes: Text

CBK Charter Student Individual
Learning Plan (ILP)

The purpose of this plan is to allow our students, parents and educators to analyze each student's current academic skill level and develop a plan tailored to reach individual post-secondary goals.

Student Information School Year:_____

Name of Student: _____ Date: _____

Email Address: _____ Phone Number: _____

Date of Birth: _____ Age: _____Grade: _____ # of Credits at time of enrollment: _____

Accucess Reading G.E.: S1_____S2_____ Accucess Math G.E.: S1_____S2_____

Primary Support Person Contact Info:

Name: _____Email Address: _____Phone Number: _____

Academic Interventions
☐ Reading Mate ☐ Success 101 ☐ Accucess Reading ☐ Accucess Math

☐ Wednesday Intervention Workshop ☐ Tutoring ☐ Aleks

Co-Curricular Activities
☐ Tech Ninja ☐ Vocademy ☐ Student Leadership

Plan to Complete High School
☐ Diploma ☐ Hi-SET ☐ CHSPE ☐ Other: _____

☐ Post Transitional Activities ☐ CTE ☐ Certifications ☐ College Visits

☐ College Courses ☐ Articulated Courses ☐ College Application

☐ FAFSA Date Completed: _____ ☐ Accuplacer ☐ College Orientation

Course of Study- *Fall* *Spring*

Subject	Subject

**Please note Science courses require labs*

Post-Secondary Goals
☐Attend Community College ☐Attend Community College, Transfer to 4yr University

☐Enroll in Technical/Specialty College:_____☐Join the Military

☐Apprenticeship Program for:_____☐CTE Certificate program:_____☐Enter Workforce, Career Interest:_____

Student Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Counselor Signature: _____ Date: _____

Teacher Signature: _____Date: _____

Reviewed ILP/Graduation Status with student:

Reviewed By:_____ Date: _____Student Initials:_____

Reviewed By:_____ Date: _____Student Initials:_____

SCHOOL CLOSURE SAMPLE PROCEDURAL CHECKLIST

ITEM	DESCRIPTION	RESPONSIBLE PARTY	COMPLETION DATE	VERFICIATION
Invoking Closure Procedures				
1	In the case of revocation or non-renewal, the RCOE shall notify CBK in writing that the closure procedures have been invoked. In the care of voluntary surrender, CBK shall notify the RCOE in writing that the closure procedures have been invoked.			
Immediate Actions				
2	CBK shall immediately notify the RCOE of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the RCOE, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	CBK and the RCOE shall each immediately identify an individual who will serve as the single point of contact for the entity regarding the school's close out activities.			
4	The RCOE shall immediately notify CBK in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all the school's student and business records.			
Students and Families				
5	CBK shall notify the family of each student enrolled of the school's closure. Unless the RCOE otherwise directs, the notification shall be immediate in the case of a revocation (that takes immediate effect) or shall occur within 14 days of the invocation of the closure procedures in the case of closure at the end of current academic year.			
6	CBK shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). CBK shall publicly announce cancellation of all future classes.			
7	If CBK continues instruction to the end of the current academic year, report cards shall be issued within seven days of the end of classes.			
8	CBK shall notify surrounding school districts and the county office of education within 14 days of the school's forthcoming closure (or immediate closure if a revocation takes immediate effect).			
	CBK shall provide information to students and families regarding			

9	alternative public school placements within 30 days of the announcement of the school's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	CBK shall offer to provide a copy of each student's cumulative file upon request of the student's family. The school shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	CBK shall comply within seven days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	CBK shall respond within seven days to inquiries from students and their families and from the media regarding the school's closure, the disposition of student and business records, and the alternative placement available to the students.			
13	CBK shall provide the RCOE within 14 days with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district or residence, and a notation of where the student's records have been transferred.			
14	CBK, if an LEA in a SELPA, shall notify the SELPA within 14 days of the closure, complete all documentation necessary for special education students and transfer copies of the student's records to the SELPA.			
15	The RCOE shall respond promptly to inquiries from students and their families and from the media as necessary.			
Student and Business Records				
16	Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the RCOE, except for the duplication or transfer of student cumulative files as noted.			
17	At the point CBK is dissolved, the student and business records shall come under the exclusive control of the RCOE which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	CBK shall terminate all present leases, service agreements and other contracts not necessary for the close out of the school. Leases, service agreements, and contracts should be terminated in a cost effective manner in order to			

	minimize expenses.			
19	CBK shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate. Submit a final expenditure report for all grants within 14 days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports. Federal Forms 269 and 269a may apply if the school was receiving funds directly from the U.S. Department of Education.			
20	Close all financial records of the school as of revocation or closure date.			
	Faculty and Staff			
21	CBK shall immediately notify its faculty and staff of the school's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the school closes.			
22	CBK will provide assistance to its faculty and staff in searching for and securing other employment.			
23	CBK shall provide the RCOE within 14 days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and, (3) complete contracts and grants.			
24	CBK shall provide RCOE within 14 days with notice of any outstanding payments to staff and the method by which the school will make the payments.			
25	CBK will within 14 days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the county office of education and follow their procedures for dissolving contracts and reporting. Copy the RCOE on all correspondence.			
	Assets and Liabilities			
26	CBK shall notify all funding sources (including charitable partners) of the school's closure within 14 days.			
27	CBK shall immediately notify all contractors (such as charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of the school's closure.			
28	If CBK has any agreements with organizations representing employees, CBK shall notify the organizations of			

	the school's closure as may be specified in the agreements.			
29	CBK shall notify the RCOE within 14 days of all pending litigation to which the school is a party. CBK shall immediately notify the RCOE if litigation is filed thereafter up to the point that the school is formally dissolved.			
30	CBK, within 30 days, shall prepare and deliver to the RCOE a comprehensive list of creditors and debtors.			
31	CBK, within 30 days, shall prepare and deliver to the RCOE a comprehensive inventory of all assets.			
32	CBK, within 30 days shall prepare and deliver to the RCOE a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to the school may be returned to donors or disposed of in accordance with donor's wishes. Net assets, (after the payment of outstanding liabilities), if any, may be transferred to another public agency such as another charter school.			
33	CBK shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the RCOE. The audit(s) at a minimum shall determine the disposition of all assets and liabilities of CBK and shall verify the school's comprehensive list of creditors and debtors, and the amounts owed or owing as well as verify the school's comprehensive list of all assets by source, noting any restrictions on each asset's use.			
34	Based on the audit findings, and with the approval of the RCOE, CBK shall expend any identified assets to liquidate any identified liabilities.			
Dissolution of the School (Corporate) Entity				
35	Following the resolution of all outstanding assets and liabilities, CBK shall be dissolved.			

APPENDIX E

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RIVERSIDE COUNTY OFFICE OF EDUCATION
AND
CBK CHARTER©

This Agreement (or "Memorandum of Understanding" or "MOU") is executed by and between the Riverside County Office of Education (RCOE) and the CBK Charter©.

RECITALS

A. With the approval of the CBK© charter petition, Riverside County Board of Education becomes the authorizing agency for the charter school, and the Riverside County Office of Education (RCOE) becomes the sponsoring LEA of the Charter School with oversight responsibility for the School. This MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the School's charter.
B. CBK Charter© functioning as a locally funded (dependent) Charter School of the Riverside County Office of Education, shall adhere to the provisions and commitments of the charter petition approved by the Riverside County Board of Education.
C. Written modification of this Agreement may be made by mutual agreement as set forth below.

AGREEMENTS

I. TERM AND RENEWAL

A. This Agreement shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the charter term.
B. Any modification of the Agreement must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.
C. The duly authorized representative of the Charter School is the Riverside County Superintendent of Schools, or designee.
D. The duly authorized representatives of RCOE are the Riverside County Deputy Superintendent of Schools, Riverside County Assistant Superintendent of Schools, or designee.
E. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter. Amendments to the Agreement may be made upon written agreement of both Parties.
F. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the Charter shall supersede the terms of this MOU, and both Parties shall meet to amend the Agreement to achieve consistency.

II. SERVICE PROVISION

A. The CBK© shall contract with the Riverside County Office of Education for the listed services in exchange for annual fee commensurate with the published state-approved indirect cost rate.

ADMINISTRATIVE BUSINESS SERVICES	
Unit / Function	***Description of Services / Functions***
Fiscal Services	• Budgeting, Fiscal Monitoring, and Fiscal Reporting • Business Services Oversight • Accounts Payable/Accounts Receivable Services • Payroll Services
External Financial Audit	• Coordination of services for the yearly financial audit including the resolution of the audit exceptions and deficiencies and the disseminations of the report to the public.
Property/Liability Coverage	• Coverage of insurance for property/liability
Contracts and Purchasing	• Processing contracts, purchase orders, blanket agreements, and asset management.
Mail Services	• Processing first class mail, priority mail, and mail distribution, and forms.
Office Supplies	• Processing office supply orders.
Records Management	• Technical assistance, scanning and retrieving documents in the digital system, and record storage.
Warehouse	• Delivery of items purchased via purchase orders. • Delivery of supplies from mail room to school site. • Assembly of equipment.
Maintenance	• Routine maintenance of RCOE owned facilities, coordination of services, non-RCOE buildings.
Fleet	• Daily assignment of pool vehicles and vehicle monitoring/tracking.
Safety and Emergency Preparedness	• Safety and Emergency Preparedness training and supplies.
Facility Services	• Assistance with site acquisition, building construction oversight, site expansion, and report to OPSC.
INFORMATION TECHNOLOGY SERVICES (ITS)	
Data Processing and Network Services	• Data processing and network services administration.
Technology Support	• Management of software systems, other hardware (parts), and site licensing.
Network Services	• Monitoring of web filters, spam filters, and network access devices.
Computer Operations	• Monitoring of hardware and other equipment utilized for the output.
Database Administration	• Database monitoring for all computer-related systems.
Telecommunications	• PBX hardware/software, monitoring telephone system, data lines, and video conferencing configurations.
Data Archiving	• Back-up systems and off-site storage for all RCOE system data.
Systems Development and Support	• Development of Galaxy software and Actuate report.
Service and Support	• Service Desk Support for Onesource and Galaxy users.
Network Technology and	• Monitor and maintain computer replacement program.

Replacement	
Deployment and Training	• Deployment and training in software applications, assistance with forms/templates.
Quality Assurance	• Review software before released for use.
Planning and Customer Relations	• Maintain technology plan, E-rate Filing, and Ad Hoc project requests.
Staff Development	• In-house technology development.
PERSONNEL SERVICES (PS)	
Certificated/Classified Personnel	• Certificated and classified recruitments, orientation, PERS/STRS coverage, and trainings.
Credentialing	• Credentialing requirements for certificated employees.
Risk Management	• Health and Welfare benefits, Worker's Compensation, and Safety trainings.
DIGITAL PRODUCTION SERVICES	
Digital Production Services	• Reproduction of CDs and DVDs – supplies not included.
Web Master Services	• Web hosting, mailing lists, and Webcast list setup.

B. The following services will be provided by RCOE, Alternative Education Services:

ALTERNATIVE EDUCATION UNIT	
Unit / Function	***Description of Services / Functions***
Student Attendance and Reporting	• Training and support with CBEDS, CALPADS, and attendance reporting. • Training and technical assistance with student information system.
Student Registration	• Student enrollment, registration, placement, testing.
Assessment and Accountability	• Coordination of state-mandated testing (e.g. CAHSEE, CST's, CELDT)
Staff Development	• Training in curriculum, instruction and classroom management strategies, instructional technology, and other related topics. • Training in areas related to Special Education.
Clerical Support	• Clerical support in submission of purchase requests, work orders, telephone service requests, payroll, typing, filing, and other related duties.

C. Additional services may be contracted by the CBK© from the RCOE and its Divisions pursuant to a separate written MOU between the School and the Division or Unit.

III. RCOE OVERSIGHT/SERVICES

A. In accordance with Education Code Section 47613, the RCOE may charge for the actual costs of supervisorial oversight not to exceed one percent of the revenue of the Charter.

B. "Revenue" is defined in accordance with Education Code Section 47613(f) as the general purpose entitlement and categorical block grant, as defined in Education Code Section 47632, subdivisions (a) and (b). The invoice for actual costs of supervisorial oversight, which shall not require itemization of RCOE staff time, shall be submitted to the CBK© at the close of each school year.

C. CBK Charter© and the RCOE agree that "supervisorial oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:

- All activities related to the Charter revocation and renewal and processes as described in Section 47607.

- Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
- Participating in the dispute resolution process described in the Charter.
- Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit.
- Identify at least one staff member as a contact person for the Charter School.
- Visit the Charter School at least annually.
- Ensure that the Charter School complies with all reports required of charter schools by law.
- Monitor the fiscal condition of the Charter School.
- Provide timely notification to the California Department of Education if any of the following circumstances occur:
    1. A renewal of the charter is granted or denied.
    2. The charter is revoked.
    3. The Charter School will cease operation for any reason.

The CBK Charter shall retain the authority to contract with third parties for any services required to operate the charter in accordance with the law, this MOU, and the approved charter.

IV. SPECIAL EDUCATION SERVICES

CBK Charter© shall be a deemed school of RCOE for the provision of Special Education. The RCOE will provide all Special Education services to the CBK©. The CBK© will be responsible for their pro-rata share Special Education encroachment.

V. FERPA: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

CBK Charter© will comply with all components of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records.

VI. SCHOOL POLICIES/CHARTER REQUIREMENTS

A. CBK© will follow policies and procedures to ensure that the Charter School is compliant with all relevant laws and with the charter approved by the Riverside County Board of Education.

B. At all times it is operational, CBK© will have the following information posted on the Internet and will update the posting as soon as possible whenever the information changes:
    - Phone numbers and e-mail addresses for the School's principal contacts
    - Parent/Student Handbook
    - Student Discipline Policies
    - School Health and Safety Plan
    - Notice to Parents/Guardians
    - School Accountability Report Card (SARC)

VII. INTERFUND BORROWING

In accordance with Education Code Section 42603, RCOE may temporarily transfer funds to CBK Charter for the payment of obligations with the following limitation:

- Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.
- Borrowing shall occur only when Come Back Kids will earn sufficient income during the current fiscal year to repay the amount transferred.

The transfer will be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to Come Back Kids

VIII. SEVERABILITY

If any provision or any part of this Agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statue and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

IX. NOTIFICATION

All notices, requests and other communication under this Agreement shall be in writing and mailed to the proper address as follows:

Riverside County Office of Education
Cynthia Glover Woods, Chief Academic Officer, Riverside County Office of Education
or
Paul Jessup, Deputy Superintendent
Riverside County Superintendent of Schools
P.O. Box 868
Riverside, CA 92502

CBK Charter
Judy D. White, Ed.D, Riverside County Superintendent of Schools

Come Back Kids© Charter School

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultant except as may be expressly set forth in this MOU. The parties further recognize that this Agreement shall only be modified in writing and by the mutual agreement of the parties.

Cynthia Glover Woods
Chief Academic Officer
Riverside County Office of Education

9-15-17
Date

Judy D. White, Ed.D
Riverside County Superintendent of Schools
Come Back Kids© Charter

9-20-17
Date

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

AGREEMENT FOR YOUTHBUILD CASE MANAGEMENT SERVICES
Alternative Education

This Agreement is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and **California Family Life Center (CFLC),** hereinafter referred to as "CONTRACTOR", each being a "Party" and collectively the "Parties".

RECITALS

YouthBuild is a community-based pre-apprenticeship program that provides vocational training and educational services for at-risk youth ages 16-24. SUPERINTENDENT has been awarded funding under this grant to use CONTRACTOR as a key partner to provide pre-apprenticeship services to a minimum of 15 students per semester over the life of this Agreement. SUPERINTENDENT and CONTRACTOR will partner to recruit participants from SUPERINTENDENT programs and other community sources. CONTRACTOR will be partnering with Habitat for Humanity to provide work experience.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **February 1, 2025,** to **May 31, 2028**.

2. **SERVICES:** CONTRACTOR shall perform and provide the following **YouthBuild case management services for SUPERINTENDENT'S Alternative Education's CBK Charter** (formerly known as Come Back Kids) at the **Hemet Youth Opportunity Center, Rubidoux Youth Opportunity Center**, and **Lake Elsinore Youth Opportunity Center**, including:

   A. CONTRACTOR shall employ management staff for logistics, grant program management, case management, and job placement services.
   Staff shall include:
      1. One (1) Job Developer
      2. Two (2) CFLC Case Managers
      3. One (1) CFLC Career Administrative Coordinator
      4. One (1) CFLC Program Coordinator/Logistics Instructor

   B. **Provide Benefits to Staff as Follows:**
      1. Federal Insurance Contributions (FICA)
      2. Unemployment Insurance,
      3. Workers' Compensation Insurance,
      4. Medical Insurance and benefits

   C. **Program Management Staff Duties:**
      1. Shall assist Participants in creating their Individual Development Plans (IDP) to ensure attainment of the participant's goal and program goals,
      2. Utilize objective assessment tools to monitor participant's educational progress,
      3. Update participant's IDP as appropriate,
      4. Provide vocational counseling to assist in workforce development,
      5. Refer participant to other job placement services as needed.

   D. **Follow-Up Activities:** CONTRACTOR will be responsible for follow-up activities with documentation, oversight of work experience, and maintenance of participants' files and case notes utilizing social solutions.

   E. CONTRACTOR shall employ Support Staff which shall include:
      1. **Clerical Position:** 10% of a clerical position for three (3) years totaling **$23,730.00** with benefits listed above.

2. **Teacher Assistant/Instructional Assistant:** totaling **$71,636.00** with benefits to provide program support, coordinate program operations, and serve as a liaison between Riverside County YouthBuild Plus (RCYB) partners.

F. **Provide Participants' Payments,** which include two **$250.00** incentive stipends, and funding to support participants while in the Work Experience (hands on training) phase of construction and logistics.

1. **Work Experience Pay:** Work experience pay will be for construction and logistics at the California Minimum Wage rate of **$16.00** per hour effective January 1, 2024, and will change to match any future changes in the California Minimum Wage.
2. **First Incentive Stipends:** The first **$250.00** stipends will be awarded to participants completing the 6-week evaluation favorably, along with the Cal-OSHA 30 and CPR certifications.
3. **Second Incentive Stipends: $250.00** will be paid to each participant upon completion of a high school diploma or high school equivalency exam.

G. **CONTRACTOR will cover all project costs including:**

1. Staff mileage reimbursements (at the IRS rate),
2. CPR training for participants,
3. Cal-OSHA 30 trainings,
4. Program supplies (tools, boots, etc.) for participants,
5. Employment support services for participants to support participants in competing program activities. Examples include:
   a. clothing for interviews,
   b. childcare assistance,
   c. housing assistance in partnership with the My LIFE program,
   d. employment assistance, and
   e. community college tuition assistance.

H. **CONTRACTOR will cover all facilities costs including:**

1. Computer/educational classrooms,
2. Multi-purpose meeting rooms, and
3. Work areas for YouthBuild staff, including telephone and internet access.

I. **CONTRACTOR will cover all miscellaneous Participant supplies and fees including:**

1. Certified Logistics Technician (CLT) assessments,
2. Certified Logistics Associate (CLA) assessments,
3. registration fees,
4. course fees,
5. consumables and,
6. materials.

J. **CONTRACTOR will cover travel costs for staff members and include the following:**

1. **Year 1**: Send at least two project staff members, the project director and one partner, to attend the Grantee Orientation Conference as required by the grant. The travel expenses include registration, lodging, mileage, airfare and food.
2. **Year 2**: Travel expenses including conference registration fees and related expenses for YouthBuild project staff to attend local DOL regional meetings, HBI trainings, and mileage compensation for site visits and related grant activities.
3. **Year 1 - 3**: Misc mileage for program staff to travel to sites.

K. Estimated Total Budget Allocation:

Description	Total
Program Management Staff	$457,812.00
Program Management Staff Benefits	$101,571.00
Support Staff	$ 23,730.00
Teacher Assistant/Instructional Assistant	$ 71,636.00
Participant Payments	$362,386.00
Project Costs	$ 43,700.00
Facility Costs	$ 30,000.00
Travel Costs	$ 6,000.00
Miscellaneous Costs	$ 2,550.00
Total	**$1,099,385.00**

3. **PAYMENT:**

J. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:

Fiscal Year	Amount
2025	$275,150.00
2026	$416,009.00
2027	$408,226.00
Total	**$1,099,385.00**

K. Invoices will be issued by the CONTRACTOR on a quarterly basis for services completed.

L. In no event shall the total payment(s) made under this Agreement exceed the sum of **$1,099,385.00** without a written authorization from SUPERINTENDENT.

M. In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to CONTRACTOR'S nonconformance with the terms and conditions herein, CONTRACTOR shall promptly upon request refund the disallowed amount to SUPERINTENDENT or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under any agreement it has with SUPERINTENDENT.

4. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

5. **SKILLS AND EXPERIENCE:** CONTRACTOR hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and CONTRACTOR acknowledges that SUPERINTENDENT shall rely on such representations by CONTRACTOR. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of CONTRACTOR from responsibility for such services. To the extent CONTRACTOR assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.

6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports

and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.

7. **EARNING LIMITATIONS FOR PERS/STRS RETIREES:** The post retirement earning limitations for CalPERS/CalSTRS retirees performing creditable service shall be in accordance with the California Education Code section 2119.50. Compensation in excess of the limitation will result in reduction in the retirement allowance by the amount of compensation that exceeds the earnings limitations. It is the sole obligation of the CONTRACTOR to ensure that the total sum of the hours worked or amount earned does not exceed the limitations and CONTRACTOR shall hold SUPERINTENDENT harmless of any loss of retirement income due to CONTRACTOR'S change in exemption status as determined by CalSTRS/CalPERS.

8. **SUBCONTRACT:** CONTRACTOR shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or constructed to require SUPERINTENDENT approval of: (i) agreements of employment between CONTRACTOR and its employees; or (ii) of subcontracts with Parties named in the proposal by CONTRACTOR that resulted in this Agreement.

9. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

10. **INSURANCE:** At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, CONTRACTOR'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, CONTRACTOR must provide to SUPERINTENDENT such certificates issued by CONTRACTOR'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and CONTRACTOR must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, CONTRACTOR must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. CONTRACTOR shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:

A. **Commercial General Liability:** $1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.

B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.

C. **Workers' Compensation Insurance:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.

D. **Sexual Abuse and Molestation Liability Insurance:** $3,000,000 minimum limit per occurrence/$5,000,000 aggregate. Coverage must cover bodily injury, emotional distress, and mental anguish related to any claim, liability and/or cause of action related to or arising out of child molestation or sexual abuse. Such coverage must be written on an occurrence basis and not on a "claims made" or "claims made and reported" basis.

E. **Cyber Insurance:** $1,000,000 per occurrence/$2,000,000 aggregate.

11. **TERMINATION:**

A. SUPERINTENDENT may terminate this Agreement, in whole or in part, and without need for cause, by giving written notice to CONTRACTOR stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty days after receipt of the notice by CONTRACTOR. Upon any termination pursuant to this Paragraph A taking effect, CONTRACTOR shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay CONTRACTOR, in accordance with this Agreement, for all work and services performed prior to termination.

B. CONTRACTOR shall be in default of its obligations pursuant to this Agreement if CONTRACTOR refuses or fails to comply, or to timely comply, with any one or more of the provisions of this Agreement. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to CONTRACTOR setting forth the nature of the default, the actions that CONTRACTOR must take (if there are any or any are known) in order to cure the default, and the deadline by which CONTRACTOR must cure the default. If CONTRACTOR does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this Agreement, in whole or part, by giving written notice of termination to CONTRACTOR, and the termination shall take place effective immediately upon receipt of such a notice by CONTRACTOR. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by CONTRACTOR or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by CONTRACTOR, SUPERINTENDENT in its sole discretion may, by providing written notice to CONTRACTOR:
   1. Discontinue reimbursement to CONTRACTOR for, and during the period in which CONTRACTOR is in default, the reimbursement of which CONTRACTOR shall not be entitled to recover later; and/or
   2. Withholding funds pending a cure for the default; and/or
   3. Offset against any monies billed by CONTRACTOR but yet unpaid by SUPERINTENDENT.

C. SUPERINTENDENT may immediately terminate this Agreement upon the occurrence of any circumstances beyond its control including but not limited to acts of God, acts of terrorism, declared disasters, strikes (except those involving Superintendent's employees or agents), civil disorder, or the implementation of any local, state or federal regulations that make it illegal or impossible for SUPERINTENDENT to fulfill its contractual responsibilities or to recognize the full benefit of this Agreement. SUPERINTENDENT shall compensate the other Party for any allowable expense incurred prior to invoking this provision.

12. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

13. **FORCE MAJEURE:**

A. In the event CONTRACTOR is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, pandemic, and other similar acts, CONTRACTOR shall not be held liable to SUPERINTENDENT for such failure to comply.

B. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, pandemic or other similar acts, SUPERINTENDENT shall not be held liable to CONTRACTOR for such failure to comply.

14. **INDEMNIFICATION:** CONTRACTOR shall save, defend, and hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of CONTRACTOR, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, CONTRACTOR'S obligations pursuant to this section shall survive termination of this Agreement.

15. **ASSIGNMENT:** CONTRACTOR shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by CONTRACTOR without prior written consent of SUPERINTENDENT shall be void and of no force or effect.

16. **LICENSES/PERMITS:** CONTRACTOR and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.

A. Attention is directed to the provisions of Business and Professions Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. CONTRACTOR and, as applicable, the individuals performing the services required by this Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.

B. CONTRACTOR hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and CONTRACTOR warrants that it shall maintain such licenses and permits throughout the term of this Agreement.

17. **CONFLICT OF INTEREST:** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by CONTRACTOR.

18. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.

19. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.

20. **AVAILABILITY OF FUNDS:** Funds are not presently available for performance under this Agreement beyond June 30 of the fiscal year in which CONTRACTOR commenced providing services pursuant to this Agreement. No legal liability on the part of the SUPERINTENDENT for any payment may arise for performance under this Agreement beyond such date, unless and until funds are made available to SUPERINTENDENT for performance and CONTRACTOR receives notice of availability, to be confirmed in writing by SUPERINTENDENT.

21. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, CONTRACTOR must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. CONTRACTOR shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT'S properties fully comply with: (i) all rules, policies or other requirements of SUPERINTENDENT applicable to presence on its property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.

22. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party hereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

24. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:

    A. Increases in dollar amounts.
    B. Administrative changes that do not affect the contractual rights of the Parties.
    C. Changes as required by law.

25. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
PO Box 868
Riverside, CA 92502

CONTRACTOR:
California Family Life Center
930 N State Street
Hemet, CA 92543

26. **MANDATED REPORTING:** The following provisions are included in this Agreement because SUPERINTENDENT has determined that one or more of the officers, employees and/or agents of CONTRACTOR will be "mandated reporters" pursuant to Section 11165.7 of the Penal Code. In accordance with the Child Abuse and Neglect Reporting Act (i.e. Penal Code Section 11164-11174.3), mandated reporters must report suspected child abuse or neglect. In accordance with that Act, when the victim is a child (a person under the age of 18) and the perpetrator is any person (including a child), the following types of abuse must be reported by all legally mandated reporters.

A. Physical abuse described as physical injury inflicted by other than accidental means on a child, or intentionally injuring a child. (PC 11165.6)

B. Child sexual abuse includes sexual assault or sexual exploitation of anyone under the age of 18. Sexual assault includes sex acts with children, intentional masturbation in the presence of children, and child molestation. Sexual exploitation includes preparing, selling, or distributing pornographic materials involving children in performances involving obscene sexual conduct; and child prostitution. (PC 11165.1)

C. Willful cruelty or unjustified punishment (PC 1165.3) includes inflicting or permitting unjustifiable physical pain or mental suffering, or the endangerment of the child's person or health. "Mental suffering" in and of itself is not required to be reported; however, it may be reported. Penal Code Section 11166.05 provides that; "Any mandated reporter who has knowledge of or who reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9." (The specified agencies include any police department, sheriff's department, county probation department, if designated by the county to receive mandated reports, or the county welfare department.)

D. Unlawful corporal punishment or injury described as the willful infliction on a child of cruel or inhuman corporal punishment or injury resulting in a traumatic condition. (PC 11165.4)

E. Neglect of a child, whether "severe" or "general", must also be reported if the perpetrator is a person responsible for the child's welfare. It includes both acts and omission that harm or threaten to harm the child's health or welfare. "General neglect" means the failure of a caregiver of a child to provide adequate food, clothing, shelter, medical care, or supervision, where no physical injury to the child has occurred. "Severe neglect" means the negligent failure by a caregiver to protect a child from severe malnutrition or medically-diagnosed nonorganic failure to thrive. "Severe neglect" also includes the caregiver willfully causing or permitting a child to be in situations that endanger the child or the child's health, including, among others, the intentional failure of a caregiver to provide adequate food, clothing, shelter, or medical care. (PC 11165.2)

F. Any of the above types of abuse or neglect occurring in out-of-home care must also be reported. (PC 11165.5)

27. **CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS:** In accordance with Education Code section 45125.1 and 45125.2, SUPERINTENDENT requires CONTRACTOR to certify that employees of CONTRACTOR who may have contact with pupils have not been convicted of serious or violent felonies as defined by this statute. If a subsequent arrest notification is received by CONTRACTOR, SUPERINTENDENT shall immediately be notified, and the subject employee be immediately removed from interaction with SUPERINTENDENT students. Compliance with these requirements, or with the alternate methods as described in **Exhibit A**, is a condition of this Agreement, and SUPERINTENDENT reserves the right to terminate this Agreement at any time for noncompliance.

28. **PROTECTION OF DATA:** CONTRACTOR will comply with all terms and conditions in **Exhibit B**, including, but not limited to, all requirements that ensure the security and confidentiality of electronic records containing Personally Identifiable Information (PII) and Protected Health Information (PHI).

29. **RECORDS:** CONTRACTOR must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this Agreement and the services performed or to be performed pursuant to this Agreement as are necessary, appropriate, or required by law ("CONTRACTOR Records"). CONTRACTOR Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. CONTRACTOR Records must include, without limitation, records relating to payments made by SUPERINTENDENT to CONTRACTOR. CONTRACTOR shall at all reasonable times give SUPERINTENDENT, Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by CONTRACTOR pursuant to this Agreement.

30. **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** Each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that CONTRACTOR and its principals:

    A. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
    B. within the three-year period preceding the Parties entering into this Agreement have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    C. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offences described in paragraph B of this section; and
    D. within the three-year period preceding the Parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.

31. **ANTI-LOBBYING:** If the amount payable to CONTRACTOR pursuant to this Agreement will or may be in excess of $100,000, then, each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified that CONTRACTOR will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR shall disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of CONTRACTOR, that takes place in connection with obtaining or attempting to obtain any federal award.

By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

A. **EXHIBIT A**-Fingerprint and Criminal Background Check Certification
B. **EXHIBIT B**-Student Data Privacy Agreement
C. **EXHIBIT C**-Grant Terms and Conditions (Additions and Deletions) Addendum

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Signed _____
Authorized Signature

Nereida Gutierrez, Assistant Superintendent
Printed Name and Title

Date 12/01/2025

California Family Life Center

Signed _____
Authorized Signature

Mary Jo Ramirez - Executive Director
Printed Name and Title

Date 11/24/25

EXHIBIT A

Division of Administration and Business Services
Operational Support Services

Fingerprint and Criminal Background Check Certification

Instructions: Submit this form and any corresponding documents each time you request a contract for services at a location that serves students, whether or not students are present during the time of services. Superintendent's deputized designee is to complete the form and collect associated documents with a signature from the vendor. Upon contract execution, this document, and any associated names are to be provided to the site manager.

In accordance with the Department of Justice fingerprint and criminal background investigation requirements from the Education Code section 45125.1 et seq and 45125.2 et seq.

Please fill out either section A, B, or C, check all appropriate boxes, and sign below

Background Check Requirements Satisfied:

☒ A. VENDOR hereby certifies to SUPERINTENDENT that it has completed the criminal background check requirements per Education Code section 45125.1 and that none of its employees that may come into contact with SUPERINTENDENT'S students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employees' names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee Name: _____ Employee Name: _____

OR Justification of Waiver as Determined Valid by Superintendent's Deputized Representative

Signature: _____ Printed Name: _____ Date: _____

☐ B. VENDOR qualifies for a waiver of the Department of Justice fingerprint and criminal background investigation for the following reason(s) permitted by the Education Code section 45125.1 et seq.

- ☐ VENDOR and its employees will have no interaction with pupils outside the immediate supervision and control of the student's parent or guardian or a school employee.
- ☐ The Services provided by Vendor are for an emergency or exceptional situation, such as when pupil health and safety is endangered or when repairs are needed to make school facilities safe and habitable. [Education Code 45125.1(b)]

☐ C. For Public Works Projects only: VENDOR and its employees may have contact, other than limited contact, with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code 45125.2 (a)] (Check all the methods to be used.)

- ☐ a. Installation of a physical barrier at the worksite to limit contact with students.
- ☐ b. Continual supervision and monitoring of all employees of VENDOR by an employee of VENDOR who has not been convicted of a serious or violent felony as ascertained by the Department of Justice.
  Designated employee name (print): _____
- ☐ c. Surveillance of employees of VENDOR by SUPERINTENDENT'S personnel.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and any attached employee list(s) is accurate. I understand that it is VENDOR'S sole responsibility to maintain, update, and provide SUPERINTENDENT with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature: _____ Printed Name: LENORE DEJESUS

Company Name: CALIF. FAMILY LIFE Title: CAREER ADM. COORD Date: 7/22/25

Services May Not Begin Until After the Contract is Executed

Contracts and Purchasing Use Only

With respect to Agreement number: C1010239 between Riverside County Superintendent of Schools, herein referred to as "SUPERINTENDENT" and the company or consultant California Family Life Center, herein referred to as "VENDOR" for provision of services.

Date Submitted: 8.7.2025 Requisition No.: R1181659

Date(s) of service: Throughout the life of this Agreement

Our YouthBuild Staff

Lenore De Jesus

Veronica Castro-Vega

Pamela Marquez

Ovadis Cheatham

Jaqueline Quintana

Zach Bell

EXHIBIT B

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.0 (10.25.20)

Riverside County Superintendent of Schools

and

California Family Life Center

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

Riverside County Superintendent of Schools , located at PO Box 868 Riverside, CA 92501

(the "**Local Education Agency**" or "**LEA**") and

California Family Life Center , located at 930 N. State St., Hemet, CA 92543

(the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99);
the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations

and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check if Required***

   ☑ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

   ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Attn: Contracts & Purchasing Title: Administrator

Address: PO Box 868 Riverside, CA 92501

Phone: 951-826-6892 Email: purchasing@rcoe.us

The designated representative for the Provider for this DPA is:

Name: Mary Jo Ramirez Title: Executive Director

Address: 930 N. State St., Hemet, CA 92543

Phone: 951-765-9671 Email: mjramirez@cflckids.org

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Riverside County Superintendent of Schools

By: [signature] Date: 6-27-24

Printed Name: Kristin Brooks, Ed. D. Title/Position: Assistant Superintendent

PROVIDER: California Family Life Center

By: Mary Jo Ramirez Digitally signed by Mary Jo Ramirez Date: 2024.06.27 12:49:24 -07'00' Date: 6/27/2024

Printed Name: Mary Jo Ramirez Title/Position: Executive Director

STANDARD CLAUSES
Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Rrecords and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

   (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

      i. The name and contact information of the reporting LEA subject to this section.
      ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
      iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
      iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
      v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

   (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

   (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST EACH PRODUCT (RESOURCE) HERE]

California Family Life Center will serve as a key partner in YouthBuild grant implementation and will provide logistics instructional staff and program staff for grant program management, case management, and job placement services. Contracted services for 3 years will include:

Program management staff to work on development of an Individual Development Plan (IDP) with participants, to ensure attainment of the participant's goal and program goals, utilizing objective assessment tools, and monitoring of participant's progress in education, workforce development, updating IDP as appropriate, providing vocation counseling and support service referrals as needed. CFLC will also be responsible for follow-up activities with documentation, oversight of work experience, and maintenance of participants' files and case notes utilizing YouthBuild Grantee Performance Management System (GPMS).

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☐
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	✓
	Place of Birth	☐
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	✓
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	✓
	Email	✓
	Phone	✓

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	✓
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	✓
	Medical alerts/ health data	☐
	Student disability information	✓
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	✓
	Other indicator information-Please specify:	
Student Contact Information	Address	✓
	Email	✓
	Phone	✓
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	✓
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐
	Other student work data -Please specify:	
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	Youth Offender Status Incarcerated Parent Migrant Youth Status Selective Service Registration Social Security Number
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Riverside County Superintendent of Schools Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

☐ **[Insert categories of data here]**

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

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EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Riverside County Superintendent of Schools ("Originating LEA") which is dated , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

mjramirez@cflckids.org

PROVIDER: California Family Life Center

BY: Mary Jo Ramirez Digitally signed by Mary Jo Ramirez Date: 2024.06.27 12:47:24 -07'00' Date: 6/27/2024

Printed Name: Mary Jo Ramirez Title/Position: Executive Director

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Riverside County Superintendent of Schools and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA:

BY:

Date:

Printed Name: Title/Position:

SCHOOL DISTRICT NAME:

DESIGNATED REPRESENTATIVE OF LEA:

Name:

Title:

Address:

Telephone Number:

Email:

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EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privac Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which car protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurit Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☐	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

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EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

Riverside County Superintendent of Schools, located at PO Box 868 Riverside, CA 92501 (the "**Local Education Agency**" or "**LEA**") and California Family Life Center, located at 930 N. State St., Hemet, CA 92543 (the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term**. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

2. **Modification to Article IV, Section 7 of the DPA**. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations)~~; or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Riverside County Superintendent of Schools

By: _____ Date: 6.27.24

Printed Name: Kristin Brooks, Ed. D. Title/Position: Assistant Superintendent

Provider: California Family Life Center

By: Mary Jo Ramirez Digitally signed by Mary Jo Ramirez Date: 2024.06.27 12:47:03 -07'00' Date: 6/27/2024

Printed Name: Mary Jo Ramirez Title/Position: Executive Director

EXHIBIT C

Grant Terms and Conditions (Additions and Deletions) Addendum

Effective June 24, 2025

Grant Term Additions

The following terms and conditions are incorporated (as applicable) into the grant or cooperative agreement.

Table of Contents – Additions

Conflict of Interest 1

Termination 2

Integrity and Performance Matters – Reporting Data to DOL [Applicable only to Unemployment Compensation (UC) Programs] 2

Civil Rights Act of 1964 - Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons 3

Conflict of Interest

Recipients and subrecipients of federal assistance must have a written policy in place on conflicts of interest, including organizational conflicts of interest. The policy must include the process the recipient or subrecipient will take to identify, avoid, remove, and remedy conflicts of interest.

Federal assistance recipients must disclose in writing any real or potential conflict of interest to DOL. The disclosure must notify the Grant Officer through written letter or email and contain the appropriate grant number.

A conflict of interest occurs when an entity or individual's objectivity becomes impaired because there is a conflict between personal or self-serving interests and professional duties or responsibilities. Such a conflict occurs when an organization or individual has a vested interest, such as financial, status, knowledge, relationships, or reputation, which puts into question whether their actions, judgment, or decision-making can be unbiased. A conflict of interest can also arise when actions are taken or may appear to be taken by any entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role, thereby making it difficult for the entity to perform a grant process objectively and impartially.

A potential conflict of interest occurs when it is reasonably foreseeable that an entity or individual's objectivity could become impaired in the future due to a conflict between personal or self-serving interests and professional duties or responsibilities.

An organizational conflict of interest occurs when, because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or

appears to be unable to be impartial in conducting a grant action involving a related organization. Such conflicts may be actual or potential.

DOL requires that recipients of Federal funds use them in the best interest of the award program and therefore grant decisions must be free of undisclosed conflicts of interest including those that are real or potential conflicts, whether individual or organizational. When there are disclosed conflicts of interest in grant decisions, the recipient must notify DOL and take remedial action to resolve or mitigate the conflict.

The signatory authority or authorized official identified on the SF-424 application further certifies through their signature on the SF-424 application that any potential conflict of interest has been identified to the appropriate Grant Officer.

Termination

Per 2 CFR 200.340, the Federal award may be terminated in part, or its entirety as follows:

1. By DOL, if the recipient fails to comply with the terms and conditions of the award;
2. By DOL with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
3. By the recipient upon sending to the Grant Officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DOL determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DOL may terminate the award in its entirety; or
4. By DOL, to the greatest extent authorized by law, if the award no longer effectuates the program goals or agency priorities;

When an award is terminated in part or its entirety, the recipient remains responsible for compliance with the closeout and post-closeout requirements in 2 CFR 200.344 and 200.345.

Integrity and Performance Matters – Reporting Data to DOL [Applicable only to Unemployment Compensation (UC) Programs]

Specific to recipients of grants related to UC program(s), the state UI agency will disclose confidential UC information to the Department of Labor (DOL), including the Office of Inspector General (DOL-OIG), for UC program purposes. As discussed in Unemployment Insurance Program Letter (UIPL) No. 04-17, Change 1, and incorporating any subsequent amendments, state UI agencies must refer allegations that they reasonably believe constitute UC fraud, waste, abuse, mismanagement, or misconduct to the DOL-OIG. The state UI agency is also expected to comply with all DOL requests for confidential UC information to DOL for purposes of investigating fraud and performing audits for the UC program throughout the life of the grant.

Civil Rights Act of 1964 - Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons

Pursuant to Title VI of the Civil Rights Act of 1964 and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003), available at https://www.govinfo.gov/content/pkg/FR-2003-05-29/html/03-13125.htm; see also Appendix to 29 CFR 38.9 -Guidance to Recipients, available at https://www.ecfr.gov/current/title-29/subtitle-A/part-38/subpart-A/section38.9. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

Grant Term Deletions

The following terms and conditions are deleted (as applicable) from the grant or cooperative agreement.

Table of Contents – Deletions

Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency **3**

Promoting Equitable Delivery of Government Benefits and Equal Opportunity **4**

Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, grant award and cooperative agreement recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor's award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity. The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. The term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of "equity."



COUNTY OF RIVERSIDE
WORKFORCE DEVELOPMENT BOARD

MEMORANDUM OF UNDERSTANDING WITH PARTNERS
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 (WIOA)

OCT 04 2022 3.25

MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT

Local Workforce Development Area: Riverside County

America's Job Center of California Operations

PREAMBLE

This Memorandum of Understanding ("MOU"), made on the 1st day of July, 2022 is an operational agreement entered into by the Riverside County Workforce Development Board ("WDB") and the Required Partners and Additional Partners (individually, a "Partner", and collectively, the "Partners"), as identified in Attachment A, to create a partnership to provide comprehensive, integrated workforce development services to businesses and jobseekers in the Local Workforce Development Area ("LWDA") in accordance with the Workforce Innovation and Opportunity Act ("WIOA") and its implementing regulations. Any capitalized terms not defined herein shall have the meaning ascribed to such term in this MOU and WIOA and its implementing regulations.

RECITALS

WHEREAS, the purpose of this MOU is to define the continuing roles and responsibilities of each partner as mutually agreed by the Partners for the operation of the America's Job Center of California ("AJCC") One-Stop Delivery System in WIOA LWDA: Riverside County as required under WIOA; and

WHEREAS, WIOA Section 121(c) requires that each Local Workforce Development Board ("LWDB"), with the agreement of the Area's Chief Elected Official ("CEO"), develop and enter into a Memorandum of Understanding between the LWDB and all the entities that serve as Partners in the Riverside County AJCC One-Stop Delivery System that operate in each LWDB's Local Area; and

WHEREAS, WIOA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each Local Area's AJCC One-Stop Delivery System. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the LWDA are Required Partners under WIOA Section 121(b)(1); and

WHEREAS, WIOA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIOA Section 121(b)(1)(B) may participate in a Local Area's AJCC One-Stop Delivery System as "Additional Partners" and provide the services available under their programs through the AJCC One-Stop Delivery System; and

WHEREAS, per WIOA Section 121(b)(2)(A) both the Required and Additional Partners are included as parties to the MOU. Therefore, all entities that participate in a Local Area's AJCC One-Stop Delivery System as AJCC Partners, whether Required or Additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and

local rules, and state public orders, plans, and policies as applicable and authorized under the Partner's program and in keeping with federal guidelines; and

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's authorizing legislation continue to apply under the AJCC One-Stop Delivery System and that participation in said system is in addition to other requirements applicable to each Partner's program under each authorizing law; and

WHEREAS, the Department of Labor ("DOL") is the federal agency responsible for the administration of the workforce development programs— including WIOA; and

WHEREAS, the DOL recognizes the County of Riverside, through its Housing and Workforce Solutions Department Workforce Development Division, as the Administrative Entity responsible for the administration and oversight of workforce development and employment-related programs in Riverside County — including WIOA.

Agreement Period

This MOU shall be in effect from July 1, 2022 through June 30, 2025, unless otherwise terminated, as provided in the Termination Article XXII. The MOU will be reviewed, at a minimum, every year to identify any substantial changes that have occurred and shall automatically renew, unless otherwise changed or terminated, as provided in the Termination Article XXII. The budgets outlining infrastructure cost for each AJCC in the Local Workforce Development Area, (Riverside County) and the other shared cost allocated to each Partner based on the agreed upon Cost Allocation methodology shall be reviewed on a yearly basis. The initial determination of the budgets for infrastructure costs for each AJCC and the shared cost allocated to each Partner shall be reconciled against actual costs incurred and adjusted accordingly.

The recitals set forth above are true and correct and incorporated herein by this reference.

Co-located AJCC Partners Participating in Agreement to Share Infrastructure Cost

Comprehensive AJCC #1 Riverside
1325 Spruce Street
Riverside, California 92507

Partners Co-located at this AJCC:
State of California Department of Rehabilitation
Employment Development Department – Wagner-Peyser /TAA / Veterans
Job Corps Outreach & Admissions –
Lifelong Learning Administration Corporation (LLAC) – Learn4life Concept Charter Schools
Goodwill Industries of Southern California
Riverside County Housing and Workforce Solutions Department Workforce Development Division

Comprehensive AJCC #2 Indio
44-199 Monroe Street
Indio, California 92201

Partners Co-located at this AJCC:

Employment Development Department – Wagner-Peyser / TAA / Veterans / Migrant /Seasonal Farm Workers
State of California Department of Rehabilitation
Riverside County Department of Public Social Services – CalWORKS
Riverside County Housing and Workforce Solutions Department – Housing
Riverside County Housing and Workforce Solutions Department Workforce Development Division

Comprehensive AJCC #3 Hemet
749 State Street
Hemet, California 92543

Partners Co-located at this AJCC:
Employment Development Department – Wagner-Peyser / TAA / Veterans
State of California Department of Rehabilitation
Lifelong Learning Administration Corporation (LLAC) – Learn4life Concept Charter Schools
Riverside County Housing and Workforce Solutions Department Workforce Development Division

Comprehensive AJCC #4 Moreno Valley
12625 Frederick St. Ste. K-3
Moreno Valley, CA 92553

Partners Co-located at this AJCC
State of California Department of Rehabilitation
City of Moreno Valley
Riverside County Housing and Workforce Solutions Department Workforce Development Division

Affiliate AJCC #5 Blythe
1 College Drive
Blythe, CA 92225

Partners Co-located at this AJCC:
Employment Development Department – Wagner-Peyser
State of California Department of Rehabilitation

Vision of AJCC One-Stop Delivery System

Building Bridges to Employment

Mission of AJCC One-Stop Delivery System

Collaborating to create infinite opportunities and lasting prosperity for individuals and employers of Riverside County through an all-inclusive access point to:

- Foster demand-driven skill attainment
- Promote upward mobility for all Californians

- Align, coordinate and integrate programs and services
- Connect customers to employment pathways

Required Partners in this MOU include local/regional representatives of the following programs:

- WIOA Title I including:
  - Adults;
  - Dislocated Workers;
  - Youth;
  - Job Corps;
  - YouthBuild;
  - Native American programs; and
  - Migrant and seasonal farmworker programs
- WIOA Title II Adult Education and Family Literacy Act (AEFLA) program
- WIOA Title III Wagner-Peyser Act Employment Service program
- WIOA Title IV Vocational Rehabilitation (VR) program
- Carl D. Perkins Career and Technical Education Act programs
- Senior Community Service Employment Program authorized under Title V of the Older Americans Act
- Jobs for Veterans State Grants programs authorized under chapter 41 of the title 38, U.S.C.
- Community Services Block Grants employment and training activities
- Trade Adjustment Assistance activities authorized under the Trade Act
- Housing and Urban Development employment and training activities
- Unemployment Compensation
- Temporary Assistance for Needy Families (TANF)/CalWORKs

Article I: America's Job Center of California System Description- Programs, Services and Delivery

Overview & General Description

WIOA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the AJCC One-Stop Delivery System in each Local Area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the Local Area's AJCC One-Stop Delivery System and to identify the service delivery method(s) each partner shall use to deliver the services. This MOU shall also identify the career services, training, and employer services that each Partner will provide to ensure that all parties' responsibilities are clearly identified herein.

All LWDBs are required to establish and operate local AJCC One-Stop Delivery Systems in accordance with WIOA Section 121, with the WIOA State Plan, and with the WIOA Local Plan for their respective local areas.

WIOA Section 134(c) lists the services and activities that must be provided through the AJCC One-Stop Delivery System. WIOA Section 107(d) gives the LWDBs the responsibility for oversight of the AJCC One-Stop Delivery System in each Local Area and requires the LWDBs to describe the activities and functions of the AJCC service delivery system and to prescribe the guidelines for carrying out these responsibilities in the WIOA Local Plan.

Article II: Partner Responsibilities

A. WIOA Section 121(b) lists the minimum responsibilities of all Required Partners under WIOA. For consistency, all Partners to this MOU shall assume the responsibilities identified below, unless inconsistent with the federal law and regulations that authorize the Partner program or as otherwise specified in this **Article II**.

1. Make career services provided under the Partner's program available to individuals through the Area's AJCC One Stop Delivery System in accordance and as defined in **Article XXIV** of this MOU.

2. Remain as a party or Partner to this MOU throughout the MOU period identified above in the **Agreement Period Section** in order to participate as an AJCC Partner per WIOA Section 121(c).

3. Participate in the operation of the AJCC One Stop Deliver System in accordance with the terms of this MOU and with the requirements of authorizing laws per WIOA Section 121(b)(1)(B).

4. Required Partners shall provide representation on the WDB per WIOA Section 121(b)(1). Additional Partners may be recommended by the WDB and participate on the Area's WDB, subject to appointment by the Riverside County Board of Supervisors ("CEO").

5. The Partners shall participate in joint planning, plan development, and modification of activities to accomplish the following:

a. Continuous partnership building.
b. Adherence to state and federal program requirements.
c. Responsiveness to local and economic conditions, including employer needs.
d. Adherence to common data collection and reporting needs.

e. Adherence to strategic planning principles adopted by the WIOA for long-range planning, including the requirement for continuous improvement.

f. Diligence in developing coordinated local leadership in workforce development through:

i. Responsiveness to participant/customer needs;
ii. Maintenance of system infrastructure;
iii. Shared technology and information, according to confidentiality requirements in the Confidentiality Section of this MOU;
iv. Performance management to measure the success of the local AJCC One-Stop system overall and enhance performance in a spirit of quality management and continuous improvement.

6. Make the CalJOBS^{sm} service(s) applicable to the Partner program available to customers through the AJCC One-Stop Delivery System. Per Directive WSD16-23, WIOA Title 1 and Title III core and partner programs are required to direct key into CalJOBS in a timely manner to ensure a single common record is maintained according to federal requirements.

7. Participate in the operation of the AJCC One-Stop Delivery System, consistent with the terms of the MOU and requirements of authorized laws.

8. Participate in capacity building and staff development activities in order to ensure that all Partners and staff are adequately cross-trained, and that Partners with customers accessing the system have the tools to promote and support such access.

B. In addition to the minimum responsibilities required under WIOA as identified in section A of this Article, Partner responsibilities shall include:

1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 U.S.C. Section 4215.

2. Compliance with WIOA and all federal, state, and local laws, regulations, rules, policies and plans applicable to Partners in their respective roles under this MOU and as consistent with the rules that govern each Partner's respective program. Each Partner expressly agrees to notify LWDB of any changes to the rules governing its respective program that impact the Partner's performance under this MOU. LWDB shall communicate the changes to the AJCC One-Stop Operators and any other affected Partners.

3. Each Partner shall ensure compliance by its staff members who work in the AJCC of AJCC policies and procedures. If a conflict exists between the AJCC's personnel policies and a Partner's personnel policies, the Partner's policies shall prevail.

4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of AJCC services and activities and functions that support the AJCC service delivery system.

5. Adherence to all local, state, and federal laws and regulations, including public health orders.

Article III: Partner Cost Sharing Responsibilities and Consensus

The Partners have agreed to a Local Funding Mechanism negotiated by the WDB with all AJCC Partners in accordance with WIOA Joint Final Rule Section 678.715 and as defined in **Article XXIV, Resource Sharing**. The WDB convened several participatory meetings with the Phase I AJCC partners to collaboratively develop the Space Allocation Methodology for Co-located Partners used in the Phase II MOU to reach a consensus on how the Riverside County America's Job Center of California System will be sustained through joint infrastructure cost funding and Resource Sharing. The Space Allocation Methodology shall be calculated using the formula in **Article IV** below and as listed in **Attachment D**. All Partners have agreed to this methodology through the prior Phase II of this MOU.

Article IV: AJCC's Infrastructure Budgets & Methodology

In accordance with the WIOA (Public Law 113-128) Section 121 and the Title 2 Code of Federal Regulations (CFR) Part 200, Cost Allocations methodology to share infrastructure cost were determined based upon each Co-located Partner's square footage which includes dedicated space to Partners and a portion of common space. The calculation used for the Space Allocation Methodology is "Dedicated space + (Total Common Space – Resource Area Space) / Total Space" for each AJCC. Budgets for each Comprehensive and Affiliate AJCC, along with each Co-located Partner's Cost Allocation are listed in **Attachment D**.

Article V: Co-located and Non-Collocated Partners

For the purposes of the MOU, Co-located Partners shall be defined as those partners who are co-located within the AJCC and sublease from the principle lessor, which is the County of Riverside Department of Housing and Workforce Solutions (HWS), Workforce Development Division (WDD). Partners who are located in the same building but are not within the AJCC shall be considered Non-Collocated Partners as they do not share common space.

All Non-Collocated AJCC Partners agree that once a statewide data tracking system has been developed that can provide accurate and reliable data for allocating the benefits received by Non-Collocated Partners – such as the number of referrals to and from the AJCC, usage of AJCC based services and usage of the comprehensive AJCC – and sufficient data has been collected and is available, the Non-Collocated AJCC Partners agree that the infrastructure cost agreement

shall be renegotiated to include their Fair Share of contributions towards paying for AJCC infrastructure cost.

For Native American Programs: WIOA Section 121(h)(2)(D)(iv) stipulates that Native American programs are not required to contribute and will not be contributing to infrastructure funding.

Article VI: Amendments

A. This MOU may be amended upon mutual agreement of the Partners that is not inconsistent with federal, state, or local laws, regulations, rules, plans, or policies, including but not limited to, the following reasons:

1. The addition or removal of a Partner from this MOU.

2. Removal or addition of program responsibilities for any Partner that administers more than one federal program within the AJCC's.

3. An extension of the effective ending date pursuant to **Section B** below.

4. A change in the AJCC One-Stop Operator or Fiscal Agent or a change in the physical location of an AJCC.

5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine Fair Share, or Cost Allocation methods.

B. All Partners agree that amendments for the reasons listed in **Section A1** and **A2** need only be signed by authorized representatives of the LWDB and the affected Partner(s). Amendments for the reasons listed in all other Paragraphs of this **Article VI** or for any changes that will affect the responsibilities of all Partners, require the signatures of all Partners.

C. The MOU shall be reviewed not less than once every three (3) years to ensure appropriate funding and delivery of services; should the Partners request an extension to the MOU under **Section A3** above, a review of services shall be conducted prior to granting the extension.

D. All amendments will involve the following process:

1. The Partner seeking an amendment will submit a written request to the LWDB that includes:

   a. The requesting Partner's name.

   b. The reason(s) for the amendment request.

   c. Each Article and Section of this MOU that will require revision.

d. The desired date for the amendment to be effective.

e. The signature of the requesting Party's authorized representative.

2. If the request is approved, the WDB shall notify the remaining Partners of the intent to amend and will provide each remaining Party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to WDB. Failure by a Partner to respond within the prescribed timeframe will be deemed that Partner's approval of the proposed changes.

3. In the event that a remaining Partner or Partners have questions and/or concerns or if a consensus cannot be reached regarding the proposed amendment, the Partner or Partners must list its questions and/or concerns in writing and submit the list to WDB within the specified timeframe.

4. WDB shall review the listed questions/concerns and shall issue a response within fifteen (15) days of receipt of the list. If WDB deems it necessary, the listed questions/concerns shall be sent to all other Partners and/or a meeting with all Partners will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.

5. The final, approved amendment draft will be signed by authorized representatives of the affected Partners, then submitted to WDB for the final signature.

6. WDB will distribute copies of the fully executed amendment to all Partners and to HWS/Workforce Development Division as the MOU Administrative Entity upon execution.

E. This writing constitutes the entire agreement among the Partners with respect to each party's role and responsibility in the Area's AJCC One-Stop Delivery System. All Partners agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

F. All Partners shall communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and shall further ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.

G. Amendments that shall require the signatures of all Partners shall be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the WDB and the affected Partners shall be executed no later than forty five (45) days from the end of the current State Fiscal Year.

Article VII: Impasses

All AJCC Partners shall participate in regular meetings organized by the AJCC One-Stop Operator with a consensus decision making process. When consensus cannot be reached, the AJCC One-

Stop Operator and Partners shall use a majority rule voting process with the other AJCC Partners to resolve issues of non-agreement for the duration of this MOU.

The AJCC One-Stop Operator shall coordinate and facilitate Partner meetings on a quarterly basis, at minimum. Meetings shall be rotated at Partner sites throughout Riverside County and may occur face-to-face, via video conferencing and/or conference call. The AJCC Partners agree to participate in these meetings and meeting agendas shall include discussion of action items prior to voting.

Article VIII: Method of Referral

Pursuant to WIOA Section 121(c)(2)(A)(iii), the Partners agree that the referral of individuals between the AJCC One-Stop Operator(s) and the Partners for the services and activities described in **Attachment M** shall be performed using the following methods: Referral form, email and fax.

- A referral form created for WIOA Partners to refer individuals between the AJCC and partnering agencies shall be given to the individual to take with them to the agency providing the requested services.
- An electronic copy of the referral form shall be emailed or faxed to the contact person at the Partner agency along with a phone call to inform the Partner of the referral.
- For tracking and reporting purposes, the referral shall be forwarded to the AJCC One-Stop Operator for tracking activities in the Partner referral system, information on referrals may be accessed by Partners. Referral Form: **Attachment I**

Article IX: Access for Individuals with Barriers to Employment

- Each Partner identifies its own "priority of service" based upon specific funding sources and requirements under each statute. As such, some Partner services may not be identified as entitlement programs and suitability for services is not automatic.

- "Individuals with barriers to employment" include recipients of public assistance, low-income individuals, and individuals who are basic skill deficient.

- Partners shall commit to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

- Partners shall ensure customers are provided with a "system map" that identifies the location of every Comprehensive, Affiliate AJCC and Access Point within the Local Area.

  Priority of Service Requirement

  As stated in the WIOA Section 134(c)(3)(E), with respect to individualized career services and training services funded with WIOA adult funds, priority of service shall be given to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.

Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E). As described in TEGL 10-09, when programs are statutorily required to provide priority, such as the WIOA adult program, then priority must be provided in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
2. Individuals who are the recipient of public assistance, other low-income individuals, or individuals who are basic skills deficient.
3. Veterans and eligible spouses who are not included in WIOA's priority groups.
4. Other individuals not included in WIOA's priority groups.

Article X: Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including customer tracking, common case management, reporting, and data collection. To support the use of these tools, each Partner agrees to the following:

- Comply with the applicable provisions of WIOA, California Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under each Partner's governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- All Partners shall agree to all system security protocols that are currently in place or that may be modified in the future.

Article XI: Confidentiality

A. All Partners expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees-including, but not limited to:

1. 29 U.S.C. Section 2935(a)(4) - as amended by WIOA - Reports, Recordkeeping, Investigation.

2. 29 U.S.C. Section 2871(f)(3) - as amended by WIOA - regarding complying with confidentiality.

3. 20 CFR Part 603 - Safeguards and security requirements regarding disclosed information under Unemployment Insurance.

4. 42 U.S.C. Section 503 - regarding state laws governing UI operations.

5. 20 U.S.C. Section 123g - regarding family educational and privacy rights.

6. 20 CFR Section 617.57(b) - regarding disclosure of information under the Trade Act.

7. 29 U.S.C. Section 49l-2(a)(2)-as amended under WIOA - regarding information to be confidential under the Wagner Peyser Act.

8. The Privacy Act (5 U.S.C. Section 552a).

9. The Family Educational and Privacy Rights Act (20 U.S.C. Section 12329).

10. 34 CFR Section 361.38 - Protection, use and release of personal information of Vocational Rehabilitation Services participants.

11. HIPAA: 45 CFR Sections 164.500 - 164.534.

12. 2 CFR Section 200.303 regarding reasonable measures to safeguard protected personally identifiable information.
    - Information Practices Act (IPA), California Civil Code Sections 1798-55, 1798.78
    - California Civil Code Section 1798.82
    - California Unemployment Insurance Code Sections 1094, 2111 and 2714
    - California Penal Code Section 502

13. California Welfare and Institutions Code Section 10850

B. The Partners agrees to comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person shall publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The Partners agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC One-Stop Operators and other AJCC Partners must adhere and shall share information necessary for the administration of the program as allowed under law and regulation. The Partners, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as

needed for employment or program support purposes.

- Each Partner shall ensure that the collection and use of any information, systems, or records that contain personally identifiable information shall be limited to purposes that support the programs and activities described in this MOU as part of the AJCC One-Stop Delivery System.

C. Each Partner shall ensure that access to software systems and files under its control that contain personally identifiable information shall be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided as part of the AJCC One-Stop Delivery System and who must access the information to perform those responsibilities. Each Partner expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.

D. Each Partner shall ensure that their staff members are authorized to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access.

Article XII: Administrative and Operations Management

License for Use

During the term of this MOU, all Partners to this MOU shall have a license to use space in the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

Supervision/Day to Day Operations

The day-to-day supervision of staff assigned to the AJCCs shall be the responsibility of the site supervisor(s). The primary employer of staff assigned to the AJCCs shall continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite shall be handled by the site supervisor(s) and the management of the primary employer.

Partners shall be cross trained regarding general information for services provided by each Partner located either in Comprehensive or Affiliate AJCCs.

The office hours for the staff at the AJCCs shall be established by the site supervisor(s) and the primary employer. All staff shall comply with the holiday schedule of their primary employer and shall provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of Partner staff from the AJCCs and each Partner shall take appropriate action.

Each Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each Partner shall be solely responsive and shall hold all other Partners harmless from all matters relating to payment of each Partner's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Article XIII: AJCC Partner Cross Training and Outreach

All Partners participating in this MOU agree to provide subject matter expertise through informational videos, DVDs, power points and fact sheets to conduct Partner cross training on services and programs within the AJCCs. All cross-training materials shall be accessible to all Partners online through the Sharepoint data management system. All Partners agree to have staff members become familiar with the services and programs of each respective AJCC partnering agency.

AJCC WIOA Orientations are accessible online for Partner and customer viewing and may be conducted live at partnering Title II Adult Education locations based upon need and staff availability. An AJCC WIOA Orientation schedule for Adult Education is listed in Attachment L.

Article XIV: Non-Discrimination and Equal Opportunity

All Partners shall comply with the nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibiting discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity.

All Partners shall comply fully with the nondiscrimination and equal opportunity provisions of the WIOA (29 CFR Part 38 Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance.

All Partners agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

All Partners shall ensure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Article XV: Americans with Disabilities Act and Amendments Compliance

The Partners agrees to ensure that the policies and procedures as well as the programs and services provided at each of the AJCCs are in compliance with the Americans with Disabilities Act and its amendments. Additionally, Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

Article XVI: Grievances and Complaints Procedure

The Partners shall establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and Partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Partners further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Article XVII: Dispute Resolution

The Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the AJCC One-Stop Operator, for discussion and resolution.

Article XVIII: Press Releases and Communications

All Partners shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each Partner in press/media presentations shall be determined by each Partner's public relations policies. Unless otherwise directed by the other Partners, in all communications, each Party shall make specific reference to all other Partners to the extent practicable.

The Partners shall utilize the America's Job Centers of California ("AJCC") logo developed by the State of California and the AJCC logo developed by the WDB identified for AJCC usage only. This shall include letterhead, envelopes, business cards, any written correspondence and fax transmittals. However, the Partners agree to continue to discuss the use of the AJCC logo as additional guidance is received from the State of California.

Article XIX: Mutual Hold Harmless/Indemnification/Limitation of Liability

The Partners shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, WDB, elected and appointed officials, employees, agents and representatives, and the Departments of the State of California (individually and collectively hereinafter referred to as Indemnitees), from any liability, action, claim or damage whatsoever, based or asserted upon any services provided by the Partners, their officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury or death or any other element of any kind or nature. The Partners shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorneys' fees, cost of investigation, defense and settlement or awards) in any claims or actions based upon such acts, omission or services.

With respect to any action or claim subject to indemnification herein by the Partners, each Partner shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnitees; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Partners indemnification to Indemnitees as set forth herein.

The Partners' obligations hereunder shall be satisfied when a Partner has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

It is understood and agreed that the indemnification provisions herein shall survive the termination of this MOU.

Article XX: General Provisions

The laws and regulations listed in this **Article XX** are generally applicable to most publicly funded programs administered by Workforce Development. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the Partners in their respective roles under this MOU. All Partners expressly agree to comply with the federal laws and regulations listed below unless the laws and regulations that govern their particular program state otherwise:

A. Jobs for Veterans Act. As stated in **Articles II(B)** and **IX**, each Partner agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 U.S.C. Section 2913.

B. Americans with Disabilities: Each Partner, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act of 1973.

C. Pro-Children Act: If any AJCC activities call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

D. Drug-Free Workplace: Each Partner, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each Partner shall make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

E. Ethics Laws: Each Partner certifies that by executing this MOU, it has reviewed, knows and understands the California's ethics and conflict of interest laws, which includes the Governor's Executive Order 2008-454 and its amendment pertaining to ethics. Each Partner further agrees that it shall not engage in any action(s) inconsistent with California ethics laws or the aforementioned Executive Order.

Article XXI: Partial Invalidity

All questions as to the execution, validity, interpretation, and performance of this MOU shall be governed by the laws of the State of California. Furthermore, the Partners hereto agree that any legal action which is brought on the basis of this MOU and in which a state agency is a party shall be filed in the US District Court of Riverside County.

Should any portion of this MOU be found unenforceable by operation of statute or by administrative or judicial decision, it is the intention of the Partners that the remaining portions of this MOU shall not be affected as long as performance remains feasible with the absence of the illegal or unenforceable provision(s).

Article XXII: Termination / Separation

A. **MOU Termination**: This MOU shall remain in effect until the end date specified in the **Agreement Period Section** unless:

1. All Partners mutually agree to terminate this MOU.

2. Funding cuts by one or more federal programs are so substantial that AJCC operations cannot continue as specified herein and a new MOU must be negotiated.

3. WIOA regulations or statute are repealed or substantially altered.

4. Local Area designations are changed.

B. **Partner Separation**: WIOA Section 121(c) mandates the execution of this MOU between the LWDB and partners. However, any single Partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the WDB. In such an event, the WDB shall provide written notice to all remaining Partners and will amend this MOU per **Article IV**. The termination of one or more Partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating Partner(s) is so substantial that it necessitates the negotiation of a new MOU.

C. **Effect of Termination**: Per WIOA Section 121, any Partner that terminates its role as a party to this MOU shall no longer eligible to participate as a partner in the AJCC system and shall not be permitted to serve on the WDB as an AJCC partner representative pursuant to the Bylaws of the WDB.

D. **Partner Disqualification**: An entity identified as a Required Partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Local Area and therefore no longer qualifies as a Required Partner under WIOA Section 121(b)(1) shall send written notice of the change in status to the WDB as soon as possible. In such an event, a formal amendment to this MOU per **Article IV** shall be required. The entity may continue as an Additional Partner if mutually agreed by the WDB and the remaining Partners in writing.

Article XXIII: Counterpart

This MOU may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

Article XXIV: Definitions

A. **Administrative Entity**: Entity(ies) designated by the CEO to coordinate and administer WIOA activities and services within a local area on the LWDB's behalf and in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU. The Administrative Entity is the Riverside County Housing and Workforce Solutions-Workforce Development Division.

B. **Chief Elected Official ("CEO")**: Identified in WIOA Section 3 Definitions (9) as the chief elected officer of a unit of general local government in a local area or the individual(s)

designated under a local agreement pursuant to WIOA Section 107(c)(1)(B). For Riverside County, the CEO is the Board of Supervisors.

C. **Career Services**: The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the AJCC delivery system in each local area. The career services that must be provided as part of the AJCC delivery system are listed in WIOA Section 134(c)(2).

D. **Co-located Partner**: AJCC partners who have a physical presence within one of the County's AJCC and who sublease from the principle lessor, Riverside County Housing and Workforce Solutions-Workforce Development Division

E. **Cost Allocation**: Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of AJCC operating costs. (*interim regulation until final rule is published*)

F. **Fair Share**: The portion of AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC system. (*interim regulation until final rule is published*)

G. **Fiscal Agent**: An entity appointed by a local area's CEO in accordance with WIOA Section 107 (d)(12)(B)(i)(II) & (III)) to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development activities in the local area. WIOA Section 107(d)(12)(B)(i)(II) provides that designation of a fiscal agent does not relieve the CEO from his/her liability for any misuse of grant funds.

H. **Local Workforce Development Board ("LWDB")**: Established by the California Governor under Executive Order 2009 438 dated May 12, 2009 to assist the Governor in creating an integrated statewide strategic plan for workforce development which will link workforce policies, education and training programs, and funding streams with the economic needs of California and its regions and in complying with the provisions and requirements of WIOA Section 101.

I. **In-Kind Contributions**: 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the AJCC by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost. In-kind contributions may include funding from philanthropic organizations or other private entities or through other alternative financing options, to provide a stable and equitable funding stream for on-going AJCC delivery system operations. WIOA 121 (c)(2)(A)(i). (*interim regulation until final rule is published*)

J. **Local Area**: A local workforce development area designated by the Governor, under section 106, subject to sections 106(c)(3)(A), 107(c)(4)(B)(i), and 189(i) Local Workforce Development Board (LWDB): The board created by the CEO pursuant to WIOA Section 107 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area.

K. **Non-Collocated Partners:** AJCC partners who may be located in the same building but do not have a physical presence within the AJCC.

L. **Additional Partner**: Per WIOA 121 (b)(2), an entity that carries out a program not identified as required under WIOA, that is approved by the LWDB and the CEO, may be included as a AJCC partner in a Local Area.

M. **America's Job Center of California One-Stop Delivery System**: The AJCC delivery system is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce development, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.

N. **America's Job Center of California One-Stop Operator**: An entity or consortium of entities designated in accordance with WIOA Section 121(d) to operate an AJCC site and to perform AJCC service delivery activities in accordance with all applicable federal, state, and local laws, regulations, rules, policies, plans, and the terms of this MOU.

O. **Required Partner**: An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under that Section to participate in the AJCC delivery system and to make the career services under its program or activity available through the AJCC system.

P. **Resource Sharing**: Per 66 Fed. Reg. 29639, Resource Sharing is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the AJCC system. This can include "in-kind" contributions from third parties to partner programs. The LWDB, CEO and AJCC partners may fund the costs of infrastructure of AJCCs through methods agreed on by the LWDB, CEO and AJCC partners through Resource Sharing. (*interim regulation until final rule is published*)

Q. **Training Services**: Services to adults and dislocated workers as described in WIOA Section 13a(c)(3). Per WIOA 134(c)(3)(D) these may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and retraining, apprenticeships, entrepreneurial training, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.

R. **WIOA**: The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

S. **WIOA Local Plan**: Per WIOA Section 108, the local plan is a comprehensive 4-year plan developed by each LWDB, in partnership with the chief elected official and submitted to the Governor. The plan shall support the strategy described in the State plan. At the end of the first 2-year period of the 4-year local plan, each local board shall review the local

plan, and the local board, in partnership with the chief elected official, shall prepare and submit modifications to the local plan to reflect changes in labor market and economic conditions or in other factors affecting the implementation of the local plan. Plans identify the respective local area's current and projected workforce investment needs, the AJCC delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WOA Section 116.

T. Local Funding Mechanism: An Infrastructure Agreement (IFA) negotiated by the Local Boards with All AJCC Partners for each AJCC (WIOA Joint Final Rule Section 678.715).

U. State Funding Mechanism (SFM): An IFA established by the Governor and the Superintendent of Public Instruction (SPI) that is triggered if a Local Board is unable to secure an agreed upon and signed IFA from all AJCC required partners by the annual deadline (WIOA Joint Final Rule Section 678.730).

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California

Riverside County America's Job Center of California Operations

Signature Page

[Riverside County Office of Education]

Dr. Charles Newman, Associate Superintendent of Student Programs and Services
Authorized Signatory and Title

3939 Thirteenth St., Riverside CA 92502
Address

Signature

10/18/2022
Date

(951) 826-6602 (951) 826-6199
Telephone number / Facsimile number

cnewman@rcoe.us
E-mail address

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MEMORANDUM OF UNDERSTANDING
FOR
Local Workforce Development Area: Riverside County California

Riverside County America's Job Center of California Operations

Signature Page

[California Family Life Center] – Youth Build

Mary Jo Ramirez, Executive Director
Authorized Signatory and Title

930 North State Street, Hemet, CA 92543
Address

Signature

06/01/2022
Date

(951) 765-9671
Telephone number / Facsimile number

miramirez@cflckids.org
E-mail address

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Parties to the Agreement **ATTACHMENT A**

LWDB: County of Riverside Housing and Workforce Solutions /Workforce Development
CEO Name(s): Jeff Hewitt

Required Partners

Partner Name	Program	Program Authority
Alvord Unified School District Beaumont Unified School District Coachella Valley Unified School District Corona-Norco Unified School District Jurupa Unified School District Lake Elsinore Unified School District Moreno Valley Unified School District Mt. San Jacinto Community College District Murrieta Valley Unified School District Riverside County Office of Education Riverside Unified School District College of the Desert Val Verde Adult School	Adult Basic Education (ABE) English as a Second Language (ESL) Adult Secondary Education (ASE) English Literacy and Civic Education: Civic Participation and Citizenship Preparation	Adult Education and Literacy WIOA 121(b)(1)(B)(iii)) - Title II
Housing Authority of the County of Riverside	Housing Programs	Department of Housing and Urban Development (HUD)- Employment and Training Programs WIOA 121 (b)(1)(B)(xi))
Riverside Community College Mt. San Jacinto Community College College of the Desert	Vocational Education	Career & Technical Education Programs - Postsecondary Vocational Education- Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301)
Center for Employment Training - CET	Vocational Education	Migrant Seasonal Farmworkers Title I, Title II Vocational Education
Department. of Rehabilitation	Vocational Rehabilitation Programs	Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 U.S.C. 720)
Department of Public Social Services	Temporary Assistance to Needy Families (TANF) Welfare-to-Work	Social Security Act- Part A, Title IV (TANF) (42 U.S.C.601 et seq.), subject to subparagraph (C)
SER – Jobs for Progress, Inc. (SER)	Senior Community Service Employment	Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 U.S.C. 3056)
EDD – TAA/TRA	NAFTA	Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 U.S.C. 2271)
EDD – UI Branch	Unemployment Insurance	Unemployment Insurance (UI)- (5USC 85) (ORC Chapter 4141)
EDD – Workforce Services	Wagner-Peyser	WIOA Title III – Wagner-Peyser Act Programs (29 U.S.C. 49)
HWS / Workforce Development	Workforce Development Programs	WIOA Title I-Adult, Dislocated Worker, and Youth Programs
EDD – Veterans, Community Action Partnership - CAP	Vet Programs	-Veteran's Workforce Programs – Chapter 41 of title 38, United States Code; WIOA 121(b)(1)(B)(vii)
Job Corps	Older Youth & Young Adult (Ages 16-24), Education & Career Technical Training Programs	WIOA Title I – Job Corps (29 U.S.C.2881-2900, 29 us 2901)
EDD – Farm Workers	Agricultural Community Employment Services	WIOA Title I – Migrant and Seasonal Farm Worker Programs (29 U.S.C.2912, 29 us 2919)
California Family Life Centers	Youth Programs	WIOA Title I – YouthBuild- WIOA Section 171
CA Indian Manpower Consortium, Inc.	Native American Programs	WIOA Title I – Native American Programs (29 U.S.C. 2911, 29 U.S.C. 2919)

AJCC PARTNERS LIST **ATTACHMENT E1**

- Title I Adult, Dislocated Workers and Youth
  - County of Riverside Housing and Workforce Solutions Department, Workforce Development Division
  - Inland Empire Job Corps
  - YouthBuild
    - California Family Life Centers
    - Riverside County Office of Education
  - Native American Programs
    - California Indian Manpower Consortium Inc.
    - Soboba Band of Luiseno Indians
  - Migrant Seasonal Farmworkers
    - Center for Employment Training
    - State of California Employment Development Department
- Title II Adult Education and Literacy
  - Alvord Unified School District
  - Beaumont Unified School District
  - Coachella Valley Unified School District
  - Corona-Norco Unified School District
  - Jurupa Unified School District
  - Lake Elsinore Unified School District
  - Moreno Valley Unified School District
  - Mt. San Jacinto Community College
  - Riverside Unified School District
  - Riverside County Office of Education
  - Val Verde Adult School
  - College of the Desert
  - Mt. San Jacinto Community College
- Title III Wagner-Peyser
  - State of California Employment Development Department
- Title IV Vocational Rehabilitation
  - California Department of Rehabilitation
- Carl Perkins Career and Technical Education
  - College of the Desert
  - Mt. San Jacinto Community College
  - Riverside Community College
- TANF/CalWorks
  - Riverside County Department of Public Social Services
- Trade Adjustment Assistant Act
  - State of California Employment Development Department
- Housing and Urban Development
  - Housing Authority of the County of Riverside
- Title V Older Americans Act
  - SER-Jobs for Progress
- Veterans
  - State of California Employment Development Department
- Community Services Block Grant
  - County of Riverside Community Action Partnership
- Unemployment Compensation

ATTACHMENT E – Past Performance

Not applicable. We are a Category A applicant

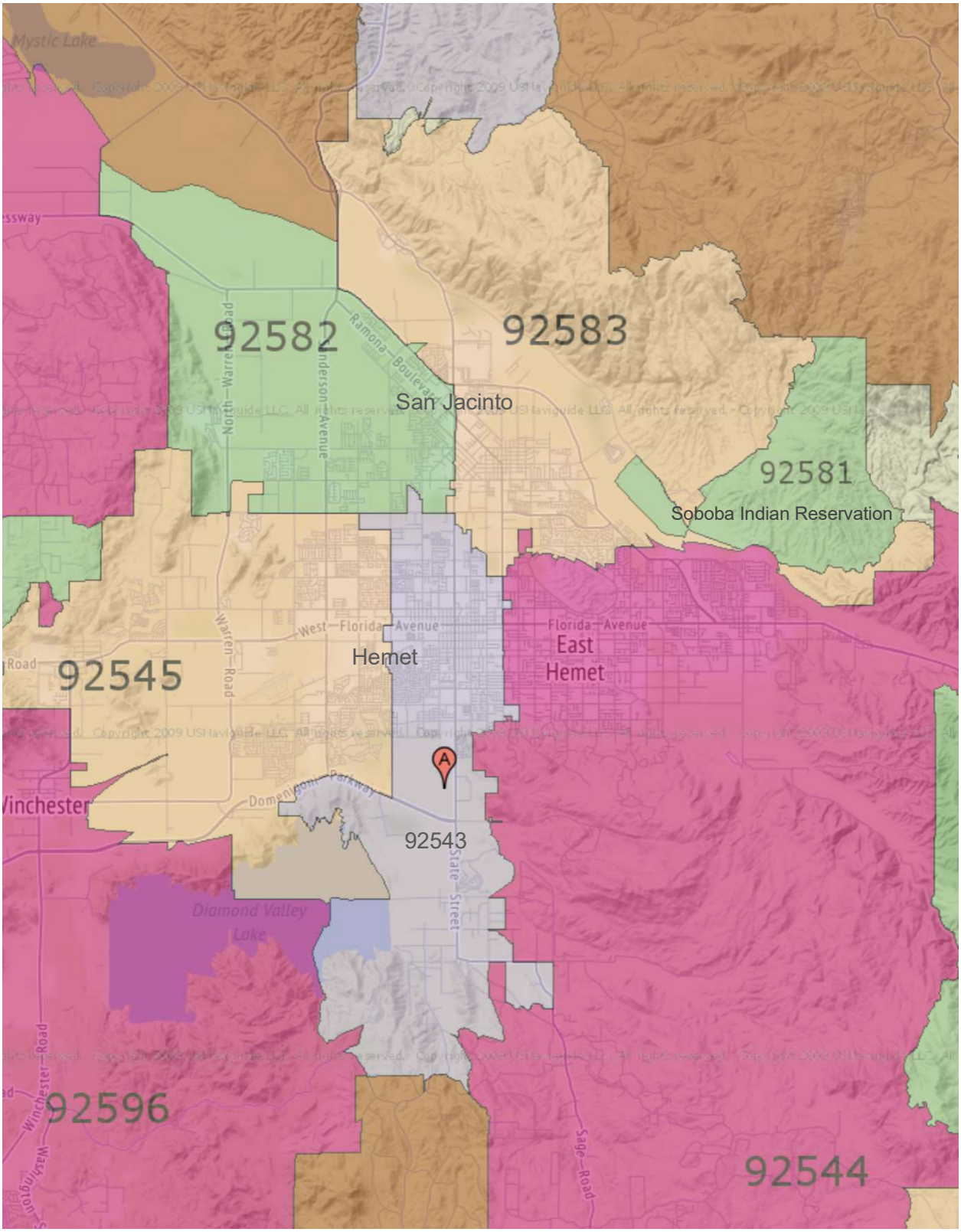
ATTACHMENT D – Zip Code Map

Service Areas: Riverside County – San Jacinto Valley

Hemet, CA: 92543, 92544, 92545

San Jacinto, CA: 92582, 92583

Zip Code Map


Mystic Lake
92582
92583
San Jacinto
North Warren Road
Anderson Avenue
Ramona Boulevard
92581
Soboba Indian Reservation
92545
Hemet
West Florida Avenue
Florida Avenue
East Hemet
Warren Road
Domenigoni Parkway
92543
State Street
Diamond Valley Lake
Winchester
Winchester Road
92596
92544
Sage Road

Attachment E: Payment Management System Access Letter

(For payment draw-down and financial reporting)

U.S. Department of Labor/ETA Office of Grants Management

200 Constitution Avenue, N.W. – Room N-4716
Washington, D.C. 20210

Dear Recipient:

Congratulations on your recent award. This document provides instructions on how to access your organization's funding, as well as how to submit quarterly ETA-9130 Financial Reports. Award recipients accomplish both tasks using the Payment Management System (PMS), operated by the U.S. Department of Health and Human Services (HHS).

All grant recipients must have an ID.me account to gain access to PMS. Establishing your ID.me account is the first step in the PMS process. User access requests for grant recipients will only be approved if you have an ID.me account. If you have questions related to creating an ID.me account or need technical assistance with accessing PMS via ID.me, instructions and additional guidance can be found at https://xms.hhs.gov/help/job-aids/help_pages.html.

For Existing PMS Users

If your organization has previously received a grant or cooperative agreement with ETA, a PMS account already exists, and it's where you can find your new grant award funding. The front page of your grant award will have the following information to help access your funding in PMS:

- The last eight digits of the Federal Award Identification Number (item 12) of the new grant or cooperative agreement (e.g., XX123456),
- Award amount (item 20), and
- The PMS Employer Identification Number (EIN) (item 3) (e.g., 1123456789X1) where the new grant or cooperative agreement funding resides under a payee account (e.g., 5h43B).

Recipients may add or amend account access and banking information using the links below.

- To add or remove PMS account access for your organization, please visit: https://pms.psc.gov/grant-recipients/user-access.html
- To add a bank account to your PMS account, please visit: https://pms.psc.gov/grant-recipients/banking-add-change.html

For new PMS Users

When issuing a grant award, a PMS account has been set up for your organization. A payee account (e.g., 5h43B) also has been established, and it's where you can find funding for your

new grant award. The front page of your grant award will have the following information to access your account:

- The last eight digits of the Federal Award Identification Number (item 12) of the new grant or cooperative agreement (e.g., XX123456),
- Award amount (item 20), and
- The PMS Employer Identification Number (EIN) (item 3) (e.g., 1123456789X1) where the new grant or cooperative agreement funding resides under a payee account (e.g., 5h43B).

As a new PMS user, you will need to add or amend account access and banking information using the links below.

- To add or remove PMS account access for your organization, please visit: https://pms.psc.gov/grant-recipients/user-access.html
- To add a bank account to your PMS account, please visit: https://pms.psc.gov/grant-recipients/banking-add-change.html

Submitting Federal Financial Reports in PMS

Recipients must report quarterly financial data on the ETA-9130 Financial Report, which is due as shown below:

Quarter End Date	Quarterly ETA-9130 Due Date
March 31	May 16
June 30	August 15
September 30	November 15
December 31	February 15

A final financial report for the last quarter of the period of performance must be submitted no later than 120 calendar days after the expiration of the grant period of performance. Additional information on financial reporting can be found in TEGL No. 16-22 and TEGL No. 16-22, Change 1.

Recipients must submit financial reports through PMS. Recipient staff who are submitting/certifying financial reports on behalf of their organization must log in to PMS and update their permissions to request access to the financial report forms.

- For general instructions on financial report submission, visit: https://pms.psc.gov/grant-recipients/ffr-updates.html
- Grant Recipients' financial reports can be found by: *Login PMS → select "Menu" → Federal Financial Reporting → Federal Financial Reporting.*
- A Financial Report User Guide can be found by: *Login PMS → select "Menu" → Federal Financial Reporting → FFR Grantee User Guide.*

PMS Help Desk

If you need assistance with your PMS account, information on the PMS Helpdesk can be found at https://pms.psc.gov/support/help-desk.html.

- Please contact the PMS Help Desk at (877) 614-5533 or PMSSupport@psc.gov
- Recipients may also submit a service ticket online and access more services using the Self-Service Web Portal at: https://gditshared.servicenowservices.com/hhs_pms

Attachment F:
Negotiated Indirect Cost Rate Agreement

ATTACHMENT G – Indirect Cost Rate Agreement

2024–25 Restricted Indirect Cost Rates for K–12 Local Educational Agencies (LEAs) – Five Year Listing

California Department of Education (CDE) - School Fiscal Services Division

Rates approved based on standardized account code structure expenditure data
As of April 19, 2024
C: County
CA: Common Administration
D: District
J: Joint Powers Agency
Non Op : Closed or LEA not yet operational

Approved Rates. For use with state and federal programs, as allowable in:

County Code	LEA Code	Type	LEA Name	2020–21 (based on 2018–19 expenditure data)	2021–22 (based on 2019–20 expenditure data)	2022–23 (based on 2020–21 expenditure data)	2023–24 (based on 2021–22 expenditure data)	2024–25 (based on 2022–23 expenditure data)
33	10330	C	Riverside County Superintendent	8.28%	8.04%	8.00%	7.96%	7.87%
33	66977	D	Alvord Unified	4.21%	3.58%	3.75%	6.17%	7.26%
33	66985	D	Banning Unified	6.13%	6.85%	5.06%	3.54%	5.68%
33	66993	D	Beaumont Unified	10.02%	6.49%	4.56%	6.84%	7.27%
33	67033	D	Corona-Norco Unified	3.14%	4.39%	5.82%	3.74%	3.13%
33	67041	D	Desert Center Unified	7.74%	6.82%	11.17%	12.16%	4.67%
33	67058	D	Desert Sands Unified	5.25%	5.37%	4.86%	4.92%	5.30%
33	67082	D	Hemet Unified	5.92%	8.03%	9.18%	6.02%	7.11%
33	67090	D	Jurupa Unified	3.26%	3.69%	2.66%	2.03%	2.74%
33	67116	D	Menifee Union Elementary	6.09%	5.89%	3.59%	2.73%	5.59%
33	67124	D	Moreno Valley Unified	3.78%	3.63%	3.84%	3.64%	3.84%
33	67157	D	Nuview Union	5.83%	6.27%	6.19%	6.22%	5.91%
33	67173	D	Palm Springs Unified	5.19%	4.98%	4.32%	5.44%	6.48%
33	67181	D	Palo Verde Unified	4.60%	3.29%	6.12%	6.25%	5.42%
33	67199	D	Perris Elementary	9.84%	7.19%	5.25%	3.93%	4.57%
33	67207	D	Perris Union High	6.01%	6.11%	3.74%	4.84%	6.35%
33	67215	D	Riverside Unified	3.60%	3.41%	3.49%	4.89%	6.23%
33	67231	D	Romoland Elementary	5.36%	5.13%	4.84%	5.08%	4.97%
33	67249	D	San Jacinto Unified	9.07%	6.93%	3.39%	3.41%	5.53%
33	73676	D	Coachella Valley Unified	4.48%	4.35%	4.34%	5.01%	6.62%
33	75176	D	Lake Elsinore Unified	5.63%	4.60%	3.97%	4.50%	6.24%
33	75192	D	Temecula Valley Unified	3.41%	3.23%	5.12%	4.55%	5.00%
33	75200	D	Murrieta Valley Unified	5.64%	5.56%	5.34%	5.55%	5.83%
33	75242	D	Val Verde Unified	7.37%	7.04%	8.19%	6.75%	7.08%

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

AGREEMENT FOR YOUTHBUILD CASE MANAGEMENT SERVICES
Alternative Education

This Agreement is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and **California Family Life Center (CFLC),** hereinafter referred to as "CONTRACTOR", each being a "Party" and collectively the "Parties".

RECITALS

YouthBuild is a community-based pre-apprenticeship program that provides vocational training and educational services for at-risk youth ages 16-24. SUPERINTENDENT has been awarded funding under this grant to use CONTRACTOR as a key partner to provide pre-apprenticeship services to a minimum of 15 students per semester over the life of this Agreement. SUPERINTENDENT and CONTRACTOR will partner to recruit participants from SUPERINTENDENT programs and other community sources. CONTRACTOR will be partnering with Habitat for Humanity to provide work experience.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **February 1, 2025,** to **May 31, 2028**.

2. **SERVICES:** CONTRACTOR shall perform and provide the following **YouthBuild case management services for SUPERINTENDENT'S Alternative Education's CBK Charter** (formerly known as Come Back Kids) at the **Hemet Youth Opportunity Center, Rubidoux Youth Opportunity Center**, and **Lake Elsinore Youth Opportunity Center**, including:

   A. CONTRACTOR shall employ management staff for logistics, grant program management, case management, and job placement services.
   Staff shall include:
      1. One (1) Job Developer
      2. Two (2) CFLC Case Managers
      3. One (1) CFLC Career Administrative Coordinator
      4. One (1) CFLC Program Coordinator/Logistics Instructor

   B. **Provide Benefits to Staff as Follows:**
      1. Federal Insurance Contributions (FICA)
      2. Unemployment Insurance,
      3. Workers' Compensation Insurance,
      4. Medical Insurance and benefits

   C. **Program Management Staff Duties:**
      1. Shall assist Participants in creating their Individual Development Plans (IDP) to ensure attainment of the participant's goal and program goals,
      2. Utilize objective assessment tools to monitor participant's educational progress,
      3. Update participant's IDP as appropriate,
      4. Provide vocational counseling to assist in workforce development,
      5. Refer participant to other job placement services as needed.

   D. **Follow-Up Activities:** CONTRACTOR will be responsible for follow-up activities with documentation, oversight of work experience, and maintenance of participants' files and case notes utilizing social solutions.

   E. CONTRACTOR shall employ Support Staff which shall include:
      1. **Clerical Position:** 10% of a clerical position for three (3) years totaling **$23,730.00** with benefits listed above.

2. **Teacher Assistant/Instructional Assistant:** totaling **$71,636.00** with benefits to provide program support, coordinate program operations, and serve as a liaison between Riverside County YouthBuild Plus (RCYB) partners.

F. **Provide Participants' Payments,** which include two **$250.00** incentive stipends, and funding to support participants while in the Work Experience (hands on training) phase of construction and logistics.

1. **Work Experience Pay:** Work experience pay will be for construction and logistics at the California Minimum Wage rate of **$16.00** per hour effective January 1, 2024, and will change to match any future changes in the California Minimum Wage.
2. **First Incentive Stipends:** The first **$250.00** stipends will be awarded to participants completing the 6-week evaluation favorably, along with the Cal-OSHA 30 and CPR certifications.
3. **Second Incentive Stipends: $250.00** will be paid to each participant upon completion of a high school diploma or high school equivalency exam.

G. **CONTRACTOR will cover all project costs including:**

1. Staff mileage reimbursements (at the IRS rate),
2. CPR training for participants,
3. Cal-OSHA 30 trainings,
4. Program supplies (tools, boots, etc.) for participants,
5. Employment support services for participants to support participants in competing program activities. Examples include:
   a. clothing for interviews,
   b. childcare assistance,
   c. housing assistance in partnership with the My LIFE program,
   d. employment assistance, and
   e. community college tuition assistance.

H. **CONTRACTOR will cover all facilities costs including:**

1. Computer/educational classrooms,
2. Multi-purpose meeting rooms, and
3. Work areas for YouthBuild staff, including telephone and internet access.

I. **CONTRACTOR will cover all miscellaneous Participant supplies and fees including:**

1. Certified Logistics Technician (CLT) assessments,
2. Certified Logistics Associate (CLA) assessments,
3. registration fees,
4. course fees,
5. consumables and,
6. materials.

J. **CONTRACTOR will cover travel costs for staff members and include the following:**

1. **Year 1**: Send at least two project staff members, the project director and one partner, to attend the Grantee Orientation Conference as required by the grant. The travel expenses include registration, lodging, mileage, airfare and food.
2. **Year 2**: Travel expenses including conference registration fees and related expenses for YouthBuild project staff to attend local DOL regional meetings, HBI trainings, and mileage compensation for site visits and related grant activities.
3. **Year 1 - 3**: Misc mileage for program staff to travel to sites.

K. Estimated Total Budget Allocation:

Description	Total
Program Management Staff	$457,812.00
Program Management Staff Benefits	$101,571.00
Support Staff	$ 23,730.00
Teacher Assistant/Instructional Assistant	$ 71,636.00
Participant Payments	$362,386.00
Project Costs	$ 43,700.00
Facility Costs	$ 30,000.00
Travel Costs	$ 6,000.00
Miscellaneous Costs	$ 2,550.00
Total	**$1,099,385.00**

3. **PAYMENT:**

J. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:

Fiscal Year	Amount
2025	$275,150.00
2026	$416,009.00
2027	$408,226.00
Total	**$1,099,385.00**

K. Invoices will be issued by the CONTRACTOR on a quarterly basis for services completed.

L. In no event shall the total payment(s) made under this Agreement exceed the sum of **$1,099,385.00** without a written authorization from SUPERINTENDENT.

M. In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to CONTRACTOR'S nonconformance with the terms and conditions herein, CONTRACTOR shall promptly upon request refund the disallowed amount to SUPERINTENDENT or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under any agreement it has with SUPERINTENDENT.

4. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

5. **SKILLS AND EXPERIENCE:** CONTRACTOR hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and CONTRACTOR acknowledges that SUPERINTENDENT shall rely on such representations by CONTRACTOR. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of CONTRACTOR from responsibility for such services. To the extent CONTRACTOR assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.

6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports

and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.

7. **EARNING LIMITATIONS FOR PERS/STRS RETIREES:** The post retirement earning limitations for CalPERS/CalSTRS retirees performing creditable service shall be in accordance with the California Education Code section 2119.50. Compensation in excess of the limitation will result in reduction in the retirement allowance by the amount of compensation that exceeds the earnings limitations. It is the sole obligation of the CONTRACTOR to ensure that the total sum of the hours worked or amount earned does not exceed the limitations and CONTRACTOR shall hold SUPERINTENDENT harmless of any loss of retirement income due to CONTRACTOR'S change in exemption status as determined by CalSTRS/CalPERS.

8. **SUBCONTRACT:** CONTRACTOR shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or constructed to require SUPERINTENDENT approval of: (i) agreements of employment between CONTRACTOR and its employees; or (ii) of subcontracts with Parties named in the proposal by CONTRACTOR that resulted in this Agreement.

9. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

10. **INSURANCE:** At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, CONTRACTOR'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, CONTRACTOR must provide to SUPERINTENDENT such certificates issued by CONTRACTOR'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and CONTRACTOR must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, CONTRACTOR must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. CONTRACTOR shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:

A. **Commercial General Liability:** $1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.

B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.

C. **Workers' Compensation Insurance:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.

D. **Sexual Abuse and Molestation Liability Insurance:** $3,000,000 minimum limit per occurrence/$5,000,000 aggregate. Coverage must cover bodily injury, emotional distress, and mental anguish related to any claim, liability and/or cause of action related to or arising out of child molestation or sexual abuse. Such coverage must be written on an occurrence basis and not on a "claims made" or "claims made and reported" basis.

E. **Cyber Insurance:** $1,000,000 per occurrence/$2,000,000 aggregate.

11. **TERMINATION:**

A. SUPERINTENDENT may terminate this Agreement, in whole or in part, and without need for cause, by giving written notice to CONTRACTOR stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty days after receipt of the notice by CONTRACTOR. Upon any termination pursuant to this Paragraph A taking effect, CONTRACTOR shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay CONTRACTOR, in accordance with this Agreement, for all work and services performed prior to termination.

B. CONTRACTOR shall be in default of its obligations pursuant to this Agreement if CONTRACTOR refuses or fails to comply, or to timely comply, with any one or more of the provisions of this Agreement. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to CONTRACTOR setting forth the nature of the default, the actions that CONTRACTOR must take (if there are any or any are known) in order to cure the default, and the deadline by which CONTRACTOR must cure the default. If CONTRACTOR does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this Agreement, in whole or part, by giving written notice of termination to CONTRACTOR, and the termination shall take place effective immediately upon receipt of such a notice by CONTRACTOR. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by CONTRACTOR or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by CONTRACTOR, SUPERINTENDENT in its sole discretion may, by providing written notice to CONTRACTOR:
   1. Discontinue reimbursement to CONTRACTOR for, and during the period in which CONTRACTOR is in default, the reimbursement of which CONTRACTOR shall not be entitled to recover later; and/or
   2. Withholding funds pending a cure for the default; and/or
   3. Offset against any monies billed by CONTRACTOR but yet unpaid by SUPERINTENDENT.

C. SUPERINTENDENT may immediately terminate this Agreement upon the occurrence of any circumstances beyond its control including but not limited to acts of God, acts of terrorism, declared disasters, strikes (except those involving Superintendent's employees or agents), civil disorder, or the implementation of any local, state or federal regulations that make it illegal or impossible for SUPERINTENDENT to fulfill its contractual responsibilities or to recognize the full benefit of this Agreement. SUPERINTENDENT shall compensate the other Party for any allowable expense incurred prior to invoking this provision.

12. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

13. **FORCE MAJEURE:**

A. In the event CONTRACTOR is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, pandemic, and other similar acts, CONTRACTOR shall not be held liable to SUPERINTENDENT for such failure to comply.

B. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, pandemic or other similar acts, SUPERINTENDENT shall not be held liable to CONTRACTOR for such failure to comply.

14. **INDEMNIFICATION:** CONTRACTOR shall save, defend, and hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of CONTRACTOR, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, CONTRACTOR'S obligations pursuant to this section shall survive termination of this Agreement.

15. **ASSIGNMENT:** CONTRACTOR shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by CONTRACTOR without prior written consent of SUPERINTENDENT shall be void and of no force or effect.

16. **LICENSES/PERMITS:** CONTRACTOR and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.

A. Attention is directed to the provisions of Business and Professions Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. CONTRACTOR and, as applicable, the individuals performing the services required by this Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.

B. CONTRACTOR hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and CONTRACTOR warrants that it shall maintain such licenses and permits throughout the term of this Agreement.

17. **CONFLICT OF INTEREST:** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by CONTRACTOR.

18. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.

19. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.

20. **AVAILABILITY OF FUNDS:** Funds are not presently available for performance under this Agreement beyond June 30 of the fiscal year in which CONTRACTOR commenced providing services pursuant to this Agreement. No legal liability on the part of the SUPERINTENDENT for any payment may arise for performance under this Agreement beyond such date, unless and until funds are made available to SUPERINTENDENT for performance and CONTRACTOR receives notice of availability, to be confirmed in writing by SUPERINTENDENT.

21. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, CONTRACTOR must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. CONTRACTOR shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT'S properties fully comply with: (i) all rules, policies or other requirements of SUPERINTENDENT applicable to presence on its property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.

22. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party hereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

24. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:

    A. Increases in dollar amounts.
    B. Administrative changes that do not affect the contractual rights of the Parties.
    C. Changes as required by law.

25. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
PO Box 868
Riverside, CA 92502

CONTRACTOR:
California Family Life Center
930 N State Street
Hemet, CA 92543

26. **MANDATED REPORTING:** The following provisions are included in this Agreement because SUPERINTENDENT has determined that one or more of the officers, employees and/or agents of CONTRACTOR will be "mandated reporters" pursuant to Section 11165.7 of the Penal Code. In accordance with the Child Abuse and Neglect Reporting Act (i.e. Penal Code Section 11164-11174.3), mandated reporters must report suspected child abuse or neglect. In accordance with that Act, when the victim is a child (a person under the age of 18) and the perpetrator is any person (including a child), the following types of abuse must be reported by all legally mandated reporters.

A. Physical abuse described as physical injury inflicted by other than accidental means on a child, or intentionally injuring a child. (PC 11165.6)

B. Child sexual abuse includes sexual assault or sexual exploitation of anyone under the age of 18. Sexual assault includes sex acts with children, intentional masturbation in the presence of children, and child molestation. Sexual exploitation includes preparing, selling, or distributing pornographic materials involving children in performances involving obscene sexual conduct; and child prostitution. (PC 11165.1)

C. Willful cruelty or unjustified punishment (PC 1165.3) includes inflicting or permitting unjustifiable physical pain or mental suffering, or the endangerment of the child's person or health. "Mental suffering" in and of itself is not required to be reported; however, it may be reported. Penal Code Section 11166.05 provides that; "Any mandated reporter who has knowledge of or who reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9." (The specified agencies include any police department, sheriff's department, county probation department, if designated by the county to receive mandated reports, or the county welfare department.)

D. Unlawful corporal punishment or injury described as the willful infliction on a child of cruel or inhuman corporal punishment or injury resulting in a traumatic condition. (PC 11165.4)

E. Neglect of a child, whether "severe" or "general", must also be reported if the perpetrator is a person responsible for the child's welfare. It includes both acts and omission that harm or threaten to harm the child's health or welfare. "General neglect" means the failure of a caregiver of a child to provide adequate food, clothing, shelter, medical care, or supervision, where no physical injury to the child has occurred. "Severe neglect" means the negligent failure by a caregiver to protect a child from severe malnutrition or medically-diagnosed nonorganic failure to thrive. "Severe neglect" also includes the caregiver willfully causing or permitting a child to be in situations that endanger the child or the child's health, including, among others, the intentional failure of a caregiver to provide adequate food, clothing, shelter, or medical care. (PC 11165.2)

F. Any of the above types of abuse or neglect occurring in out-of-home care must also be reported. (PC 11165.5)

27. **CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS:** In accordance with Education Code section 45125.1 and 45125.2, SUPERINTENDENT requires CONTRACTOR to certify that employees of CONTRACTOR who may have contact with pupils have not been convicted of serious or violent felonies as defined by this statute. If a subsequent arrest notification is received by CONTRACTOR, SUPERINTENDENT shall immediately be notified, and the subject employee be immediately removed from interaction with SUPERINTENDENT students. Compliance with these requirements, or with the alternate methods as described in **Exhibit A**, is a condition of this Agreement, and SUPERINTENDENT reserves the right to terminate this Agreement at any time for noncompliance.

28. **PROTECTION OF DATA:** CONTRACTOR will comply with all terms and conditions in **Exhibit B**, including, but not limited to, all requirements that ensure the security and confidentiality of electronic records containing Personally Identifiable Information (PII) and Protected Health Information (PHI).

29. **RECORDS:** CONTRACTOR must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this Agreement and the services performed or to be performed pursuant to this Agreement as are necessary, appropriate, or required by law ("CONTRACTOR Records"). CONTRACTOR Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. CONTRACTOR Records must include, without limitation, records relating to payments made by SUPERINTENDENT to CONTRACTOR. CONTRACTOR shall at all reasonable times give SUPERINTENDENT, Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by CONTRACTOR pursuant to this Agreement.

30. **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** Each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that CONTRACTOR and its principals:

    A. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
    B. within the three-year period preceding the Parties entering into this Agreement have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    C. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offences described in paragraph B of this section; and
    D. within the three-year period preceding the Parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.

31. **ANTI-LOBBYING:** If the amount payable to CONTRACTOR pursuant to this Agreement will or may be in excess of $100,000, then, each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified that CONTRACTOR will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR shall disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of CONTRACTOR, that takes place in connection with obtaining or attempting to obtain any federal award.

By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

A. **EXHIBIT A**-Fingerprint and Criminal Background Check Certification
B. **EXHIBIT B**-Student Data Privacy Agreement
C. **EXHIBIT C**-Grant Terms and Conditions (Additions and Deletions) Addendum

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Signed _____
Authorized Signature

Nereida Gutierrez, Assistant Superintendent
Printed Name and Title

Date 12/01/2025

California Family Life Center

Signed _____
Authorized Signature

Mary Jo Ramirez - Executive Director
Printed Name and Title

Date 11/24/25

EXHIBIT A

Division of Administration and Business Services
Operational Support Services

Fingerprint and Criminal Background Check Certification

Instructions: Submit this form and any corresponding documents each time you request a contract for services at a location that serves students, whether or not students are present during the time of services. Superintendent's deputized designee is to complete the form and collect associated documents with a signature from the vendor. Upon contract execution, this document, and any associated names are to be provided to the site manager.

In accordance with the Department of Justice fingerprint and criminal background investigation requirements from the Education Code section 45125.1 et seq and 45125.2 et seq.

Please fill out either section A, B, or C, check all appropriate boxes, and sign below

Background Check Requirements Satisfied:

☒ A. VENDOR hereby certifies to SUPERINTENDENT that it has completed the criminal background check requirements per Education Code section 45125.1 and that none of its employees that may come into contact with SUPERINTENDENT'S students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employees' names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee Name: _____ Employee Name: _____

OR Justification of Waiver as Determined Valid by Superintendent's Deputized Representative

Signature: _____ Printed Name: _____ Date: _____

☐ B. VENDOR qualifies for a waiver of the Department of Justice fingerprint and criminal background investigation for the following reason(s) permitted by the Education Code section 45125.1 et seq.

- ☐ VENDOR and its employees will have no interaction with pupils outside the immediate supervision and control of the student's parent or guardian or a school employee.
- ☐ The Services provided by Vendor are for an emergency or exceptional situation, such as when pupil health and safety is endangered or when repairs are needed to make school facilities safe and habitable. [Education Code 45125.1(b)]

☐ C. For Public Works Projects only: VENDOR and its employees may have contact, other than limited contact, with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [Education Code 45125.2 (a)] (Check all the methods to be used.)

- ☐ a. Installation of a physical barrier at the worksite to limit contact with students.
- ☐ b. Continual supervision and monitoring of all employees of VENDOR by an employee of VENDOR who has not been convicted of a serious or violent felony as ascertained by the Department of Justice.
  Designated employee name (print): _____
- ☐ c. Surveillance of employees of VENDOR by SUPERINTENDENT'S personnel.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and any attached employee list(s) is accurate. I understand that it is VENDOR'S sole responsibility to maintain, update, and provide SUPERINTENDENT with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature: _____ Printed Name: LENORE DEJESUS

Company Name: CALIF. FAMILY LIFE Title: CAREER ADM. COORD Date: 7/23/25

Services May Not Begin Until After the Contract is Executed

Contracts and Purchasing Use Only

With respect to Agreement number: C1010239 between Riverside County Superintendent of Schools, herein referred to as "SUPERINTENDENT" and the company or consultant California Family Life Center, herein referred to as "VENDOR" for provision of services.

Date Submitted: 8.7.2025 Requisition No.: R1181659

Date(s) of service: Throughout the life of this Agreement

Our YouthBuild Staff

Lenore De Jesus

Veronica Castro-Vega

Pamela Marquez

Ovadis Cheatham

Jaqueline Quintana

Zach Bell

EXHIBIT B

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.0 (10.25.20)

Riverside County Superintendent of Schools

and

California Family Life Center

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

Riverside County Superintendent of Schools , located at PO Box 868 Riverside, CA 92501

(the "**Local Education Agency**" or "**LEA**") and

California Family Life Center , located at 930 N. State St., Hemet, CA 92543

(the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99);
the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations

and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check if Required***

   ☑ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

   ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Attn: Contracts & Purchasing Title: Administrator

Address: PO Box 868 Riverside, CA 92501

Phone: 951-826-6892 Email: purchasing@rcoe.us

The designated representative for the Provider for this DPA is:

Name: Mary Jo Ramirez Title: Executive Director

Address: 930 N. State St., Hemet, CA 92543

Phone: 951-765-9671 Email: mjramirez@cflckids.org

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Riverside County Superintendent of Schools

By: [signature] Date: 6-27-24

Printed Name: Kristin Brooks, Ed. D. Title/Position: Assistant Superintendent

PROVIDER: California Family Life Center

By: Mary Jo Ramirez Digitally signed by Mary Jo Ramirez Date: 2024.06.27 12:49:24 -07'00' Date: 6/27/2024

Printed Name: Mary Jo Ramirez Title/Position: Executive Director

STANDARD CLAUSES
Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Rrecords and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

   (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

      i. The name and contact information of the reporting LEA subject to this section.
      ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
      iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
      iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
      v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

   (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

   (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST EACH PRODUCT (RESOURCE) HERE]

California Family Life Center will serve as a key partner in YouthBuild grant implementation and will provide logistics instructional staff and program staff for grant program management, case management, and job placement services. Contracted services for 3 years will include:

Program management staff to work on development of an Individual Development Plan (IDP) with participants, to ensure attainment of the participant's goal and program goals, utilizing objective assessment tools, and monitoring of participant's progress in education, workforce development, updating IDP as appropriate, providing vocation counseling and support service referrals as needed. CFLC will also be responsible for follow-up activities with documentation, oversight of work experience, and maintenance of participants' files and case notes utilizing YouthBuild Grantee Performance Management System (GPMS).

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☐
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	✓
	Place of Birth	☐
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	✓
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	✓
	Email	✓
	Phone	✓

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	✓
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	✓
	Medical alerts/ health data	☐
	Student disability information	✓
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	✓
	Other indicator information-Please specify:	
Student Contact Information	Address	✓
	Email	✓
	Phone	✓
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	✓
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐
	Other student work data -Please specify:	
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	Youth Offender Status Incarcerated Parent Migrant Youth Status Selective Service Registration Social Security Number
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Riverside County Superintendent of Schools Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

☐ **[Insert categories of data here]**

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

1190353v1

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Riverside County Superintendent of Schools ("Originating LEA") which is dated , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

mjramirez@cflckids.org

PROVIDER: California Family Life Center

BY: Mary Jo Ramirez Digitally signed by Mary Jo Ramirez Date: 2024.06.27 12:47:24 -07'00' Date: 6/27/2024

Printed Name: Mary Jo Ramirez Title/Position: Executive Director

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Riverside County Superintendent of Schools and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA:

BY:

Date:

Printed Name: Title/Position:

SCHOOL DISTRICT NAME:

DESIGNATED REPRESENTATIVE OF LEA:

Name:

Title:

Address:

Telephone Number:

Email:

1190353v1

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privac Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which car protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurit Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☐	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

1190353v1

EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

Riverside County Superintendent of Schools, located at PO Box 868 Riverside, CA 92501 (the "**Local Education Agency**" or "**LEA**") and California Family Life Center, located at 930 N. State St., Hemet, CA 92543 (the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term**. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

2. **Modification to Article IV, Section 7 of the DPA**. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations)~~; or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Riverside County Superintendent of Schools

By: _____ Date: 6.27.24

Printed Name: Kristin Brooks, Ed. D. Title/Position: Assistant Superintendent

Provider: California Family Life Center

By: Mary Jo Ramirez Digitally signed by Mary Jo Ramirez Date: 2024.06.27 12:47:03 -07'00' Date: 6/27/2024

Printed Name: Mary Jo Ramirez Title/Position: Executive Director

EXHIBIT C

Grant Terms and Conditions (Additions and Deletions) Addendum

Effective June 24, 2025

Grant Term Additions

The following terms and conditions are incorporated (as applicable) into the grant or cooperative agreement.

Table of Contents – Additions

Conflict of Interest 1

Termination 2

Integrity and Performance Matters – Reporting Data to DOL [Applicable only to Unemployment Compensation (UC) Programs] 2

Civil Rights Act of 1964 - Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons 3

Conflict of Interest

Recipients and subrecipients of federal assistance must have a written policy in place on conflicts of interest, including organizational conflicts of interest. The policy must include the process the recipient or subrecipient will take to identify, avoid, remove, and remedy conflicts of interest.

Federal assistance recipients must disclose in writing any real or potential conflict of interest to DOL. The disclosure must notify the Grant Officer through written letter or email and contain the appropriate grant number.

A conflict of interest occurs when an entity or individual's objectivity becomes impaired because there is a conflict between personal or self-serving interests and professional duties or responsibilities. Such a conflict occurs when an organization or individual has a vested interest, such as financial, status, knowledge, relationships, or reputation, which puts into question whether their actions, judgment, or decision-making can be unbiased. A conflict of interest can also arise when actions are taken or may appear to be taken by any entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role, thereby making it difficult for the entity to perform a grant process objectively and impartially.

A potential conflict of interest occurs when it is reasonably foreseeable that an entity or individual's objectivity could become impaired in the future due to a conflict between personal or self-serving interests and professional duties or responsibilities.

An organizational conflict of interest occurs when, because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or

appears to be unable to be impartial in conducting a grant action involving a related organization. Such conflicts may be actual or potential.

DOL requires that recipients of Federal funds use them in the best interest of the award program and therefore grant decisions must be free of undisclosed conflicts of interest including those that are real or potential conflicts, whether individual or organizational. When there are disclosed conflicts of interest in grant decisions, the recipient must notify DOL and take remedial action to resolve or mitigate the conflict.

The signatory authority or authorized official identified on the SF-424 application further certifies through their signature on the SF-424 application that any potential conflict of interest has been identified to the appropriate Grant Officer.

Termination

Per 2 CFR 200.340, the Federal award may be terminated in part, or its entirety as follows:

1. By DOL, if the recipient fails to comply with the terms and conditions of the award;
2. By DOL with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
3. By the recipient upon sending to the Grant Officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DOL determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DOL may terminate the award in its entirety; or
4. By DOL, to the greatest extent authorized by law, if the award no longer effectuates the program goals or agency priorities;

When an award is terminated in part or its entirety, the recipient remains responsible for compliance with the closeout and post-closeout requirements in 2 CFR 200.344 and 200.345.

Integrity and Performance Matters – Reporting Data to DOL [Applicable only to Unemployment Compensation (UC) Programs]

Specific to recipients of grants related to UC program(s), the state UI agency will disclose confidential UC information to the Department of Labor (DOL), including the Office of Inspector General (DOL-OIG), for UC program purposes. As discussed in Unemployment Insurance Program Letter (UIPL) No. 04-17, Change 1, and incorporating any subsequent amendments, state UI agencies must refer allegations that they reasonably believe constitute UC fraud, waste, abuse, mismanagement, or misconduct to the DOL-OIG. The state UI agency is also expected to comply with all DOL requests for confidential UC information to DOL for purposes of investigating fraud and performing audits for the UC program throughout the life of the grant.

Civil Rights Act of 1964 - Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons

Pursuant to Title VI of the Civil Rights Act of 1964 and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003), available at https://www.govinfo.gov/content/pkg/FR-2003-05-29/html/03-13125.htm; see also Appendix to 29 CFR 38.9 -Guidance to Recipients, available at https://www.ecfr.gov/current/title-29/subtitle-A/part-38/subpart-A/section38.9. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

Grant Term Deletions

The following terms and conditions are deleted (as applicable) from the grant or cooperative agreement.

Table of Contents – Deletions

Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency **3**

Promoting Equitable Delivery of Government Benefits and Equal Opportunity **4**

Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

Promoting Equitable Delivery of Government Benefits and Equal Opportunity

The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, grant award and cooperative agreement recipients must execute the terms and conditions of their award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Labor's award recipients should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the grant award. Award recipients are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their grants in such a way to achieve equity. The term "equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. The term "underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the preceding definition of "equity."



Division of Student Programs and Services
Alternative Education

RIVERSIDE COUNTY

Student and Parent Handbook

2025–2026

(Revised 7/2025)

Welcome to Riverside County Community and Court School!

Our school provides an alternative educational environment that is different from the traditional school that you may have experienced in the past. Riverside County Community School and Court School's program is designed to meet the individual needs of our students. The Riverside County Community School and Court School are accredited by the Western Association of Schools and Colleges (WASC).

Our exemplary staff members are committed to the success of every student. Upon enrollment, students are assessed in reading and math to determine appropriate placement in grade level classes and to identify any special needs. California Standards-based core instruction, credit recovery classes, physical education, and elective classes are designed to help students develop their career goals and interests. Our courses and programs prepare students for college and careers that include UC a-g courses, classes for college credit (such as dual enrollment and articulated courses), Advancement Via Individual Determination (AVID), Career Technical Education pathways, and workforce readiness programs.

We invite you to join our learning community and become involved with helping our students reach their full potential. In this handbook, you will find basic guidelines that will help your child in school. You will also find suggestions about how you can become involved in our learning community. Our School Site Council and English Language Advisory Committee are excellent opportunities for involvement in school decision-making.

We welcome your contributions to student success. We hope this handbook will answer many of the questions you have about our school. Our staff welcomes your questions and comments.

Thank you for joining the team dedicated to preparing students for college and the 21st Century workforce.

RIVERSIDE COUNTY OFFICE OF EDUCATION'S PLEDGE

Every student in Riverside County will graduate from high school academically and socially prepared for college, the workforce, and civic responsibility.

RIVERSIDE COUNTY OFFICE OF EDUCATION
EDWIN GOMEZ, Ed.D. | County Superintendent of Schools

School Health and Safety Procedures

The health, safety, and well-being of our students, families, and staff are top priorities at RCOE. We are committed to maintaining a safe and supportive environment by following best practices in health and safety, in coordination with local, state, and national guidelines.

Daily Wellness Expectations

Parents/guardians are encouraged to assess their child's health each morning before school. If a student shows signs of illness—such as fever, vomiting, or other contagious symptoms—they should remain at home until they are well enough to return. In certain situations, families may be asked to complete a health screening form or provide documentation from a healthcare provider.

Upon arrival, students may be subject to general wellness checks as needed, depending on public health conditions or guidance. Our staff is trained to respond appropriately when a student appears unwell during the school day.

Illness at School

If a student becomes ill or shows symptoms while at school, the principal or designated staff member will evaluate the situation. If needed, the student may be moved to a designated care area while waiting to be picked up. Parents/guardians will be contacted promptly and must follow standard procedures for student pickup, including proper identification.

Preventative Measures

We maintain high standards for cleanliness and hygiene across our campuses. Frequently touched surfaces and shared resources are regularly cleaned and disinfected. Good hygiene practices, such as handwashing and covering coughs/sneezes, are encouraged and modeled by staff.

Future Health Events

In the event of a public health concern or emergency, the school will implement appropriate safety measures as directed by relevant health authorities. These may include temporary changes to school routines, enhanced cleaning protocols, or updated guidelines for attendance and campus access.

RCOE is committed to creating a healthy learning environment and will continue to adapt policies and procedures as necessary to support the well-being of our school community.

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Riverside County Office of Education's Vision, Mission, and Pledge

Vision Statement

Riverside County Office of Education will be a collaborative organization characterized by the highest quality employees providing leadership, programs, and services to school districts, schools, and students countywide.

Mission Statement

To ensure the success of all students through extraordinary service, support, and partnerships.

Core Values

- Engage in open and honest communication
- Build relationships that promote trust
- Focus on the needs of students and children

Pledge

Every student in Riverside County will graduate from high school academically and socially prepared for college, the workforce, and civic responsibility.

Riverside County High School School-wide Learner Outcomes (SLOs)

Self-Directed, Lifelong Learners

- Who are motivated to meet their maximum potential
- Who persevere and demonstrate the tenacity to overcome obstacles

Outstanding Communicators Prepared for the 21st Century Workforce

- Who are well prepared to use academic communication, collaborate, and apply real-world solutions to problems
- Who use technology to enhance their learning

Academically Proficient Learners

- Who use academic language and critical thinking skills
- Who graduate from high school well prepared for college and careers

Responsible and Productive Citizens

- Who advocate for themselves and others
- Who demonstrate respect for individual differences and diversity

Alternative Education Programs

Community School

The Alternative Education Community School provides a comprehensive instructional program for district-referred students (expelled, SARB, parenting teens) and Probation referred students. The RCOE Community School is located at 10 sites throughout Riverside County and serves students in grades 4-6 and 7-12.

The RCOE Community School provides 180-days of instruction and includes the classroom-based program for expelled/district referred students, independent study, and the program for parenting teens. Daily classroombased instruction for students in grades 7-12 is a minimum of 360 minutes per day on Mondays, Tuesdays, Thursdays, and Fridays and 240 minutes on Wednesdays for the school year.

Wednesdays are minimum days for staff development.

Independent study is offered for students in grades 4-6 and for students who need an alternate to a classroom setting.

School district officials complete a Riverside County Office of Education (RCOE) Community School Referral for each student who is recommended for enrollment in the RCOE Community School program each year. The district of residence shall specify the date of review of readmission to the school district on the Community School Referral for students who are expelled. Referrals for expulsion include a mandated rehabilitation plan. The student must comply with and fulfill the mandates prior to re-entry into the comprehensive school district setting.

An additional community school option is the Independent Study program. Parents act as an instructional assistant in cooperation with an assigned credentialed teacher in an independent study program requiring a minimum of 20 hours a week of acceptable, completed school work.

Court School

The Alternative Education Court School provides a comprehensive instructional program for students in juvenile hall operated by Riverside County Probation. The Court School is in session year round and daily classroom-based instruction for students in grades 7-12 is a minimum of 330 minutes per day (Mondays, Tuesdays, Thursdays, and Fridays) and 220 minutes on Wednesdays during the school year.

Instructional Program

The Community School and Court School are WASC accredited and serve the educational needs of a unique and diverse student population. The instructional program is focused on the California standards along with rigorous and relevant learning activities that include project-based learning, high-impact classroom strategies and routines, Positive Behavioral Supports and Intervention (PBIS) with restorative practices, inter-disciplinary thematic lessons, and literacy across the curriculum. Students are enrolled in UC a-g courses and are supported by systems to assess college/career/workforce readiness skills and have opportunities to complete the High School Equivalency Test (GED and HiSET). Students have opportunities to enroll in dual enrollment college classes, articulated courses, Advancement Via Individual Determination (AVID), and Career Technical Education pathways.

Title I Schools

RCOE Community and Court Schools receive Title I funding, which supports parent involvement in our schools.

<u>Parent Involvement</u>

Parents help develop and agree on strategies for involvement, setting clear expectations. These plans detail how we will engage parents in school activities and decisions, including how Title I funds are used for these activities. Each school with Title I funding creates its own parent involvement policy, aligned with federal guidelines.

Parents' Right to Request Teacher Qualifications
You have the right to know the qualifications of your child's teachers in core subjects:

State Credentials or Licenses: Details about the teacher's credential or license. Some teachers have subject-specific credentials (e.g., English or math), while others hold multiple subject credentials for teaching various subjects.

Education and Degrees: Information on the teacher's education level and subject area of their college degree(s). All teachers have a bachelor's degree, and many have advanced degrees like a master's or doctorate.

If a paraprofessional (teacher's aide) works with your child, you can also request their qualifications. Many have two years of college or have passed a qualification test.

To request this information, please contact Riverside County Office of Education, Personnel Services at (951) 826-6530.

Registration

Students begin the registration process by calling and setting an appointment with one of our attendance registration technicians located at our school sites. Students will need to bring the following documents with them to their registration appointments:

- Transcripts
- Immunization Records
- Proof of age shall be required of all enrolling students. The legal evidence of age, in order of desirability, are birth certificate, baptismal certificate, passport, immigration certificate, Bible record, or affidavit from parent/guardian.
- Probation Office Referral (if they are on probation)
- District Referral (for Community School Program unless Foster Youth)
- Expulsion Packet/Terms (if they are expelled)
- Individualized Education Plan (IEP) (if they are a Special Education student)
- Psychological Report (if they are a Special Education student)

Parents/Guardians are required to attend the registration appointment with their student. The student will be informed when and where to report for their first day of school.

Immunizations
The County Superintendent of Schools or designee shall not unconditionally admit any student to a County Office of Education elementary or secondary school, preschool, or childcare and child development program for the first time nor after July 2016, admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases:

1. Measles, mumps, rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis
4. Hepatitis B vaccine
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other diseases designated by the CDPH

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the County Office of Education shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized.

Exemptions from one or more immunization requirements shall be granted under any of the following circumstances:

1. The parent/guardian files with the County Office of Education a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to family medical history, for which the physician does not recommend immunization.
2. Beginning January 1, 2016, parents of students in any school, will no longer be allowed to submit a personal beliefs exemption to a currently required vaccine. A personal beliefs exemption on file at school prior to January 1, 2016 will continue to be valid until the student enters the next grade span at kindergarten (including transitional kindergarten) or 7th grade. The immunization requirements do not prohibit students from accessing special education and related services required by their individualized education programs.
3. Students are not required to have immunizations if they attend a home-based private school or an independent study program and do not receive classroom-based instruction. However, parents must continue to provide immunizations records for these students to their schools.

Conditional Enrollment: The County Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that:

1. The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission.
2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The County Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all remaining doses as specified in 17 CCR 6035.

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered.

The County Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until the student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be exclude from further attendance until the immunizations are received.

The County Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or County Office of Education staff shall work with the student's prior school to obtain the students immunization records or shall ensure that he/she is properly immunized.

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemption" above.

Before an already admitted student is excluded from school attendance because of lack of immunization, the county Superintendent shall notify the parent/guardian that he/she has 10 school days to supply evidence of proper immunization or an appropriate exemption. The notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any.

The County Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provided written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or site administrator.

Exclusion Due to Exposure to Disease: If the County Office of Education has good cause to believe that a student has been exposed to a disease listed in section "Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from school until the local health officer informs the County Office of Education in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease.

Enrollment

The student's actual enrollment will begin when the student reports to school on his/her first day. Please review the Annual Notification of Parent Rights and Responsibilities and RCOE's registration materials for required immunizations and documents for enrollment. A minor between the ages of 6 and 18 years is subject to compulsory education and, unless exempted, must enroll in school.

Records and Transcripts

Parents may request official copies of their students transcripts by contacting their school secretary or attendance registration technician located at the community schools/school sites.

Student ID Cards and Parking Permits

Students in alternative education programs are required to have identification cards (ID) when they are on campus. Students who drive cars on campus are required to provide a copy of their driver's license and automobile insurance in order to obtain a parking permit.

Visitors on Community School Campuses School Visiting Procedures

All visitors and outsiders, as defined in law, local policy of the host school, and administrative regulations, shall register immediately upon entering any school building or grounds. Parents/Guardians and members of the media (including a publisher, editor, reporter, or other person connected with or employed by a newspaper, magazine, other periodical publication, press association or wire service, radio station, or television station) shall register upon entering school premises during school hours (95 Ops.Cal.Atty.Gen. 509, 1996). When a Riverside County Office of Education class/ program is located on a school district site, the policy and guidelines of the host school shall prevail for this purpose.

Unless otherwise directed by the site administrator or designee, a staff member shall accompany visitors/ outsiders while they are on school grounds.

The site administrator or designee shall provide a visible mean of identification for all individuals, including parents/guardians, who are not students or staff members while on school premises. Volunteers, visitors, parents/guardians, substitute employees, vendors and contractors shall wear a badge or other visible means of identification for the duration of their time on school premises. Students and staff should wear visible means of identification, if available.

The County Office of Education encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the County Office of Education's complaint processes if they have concerns with any County Office of Education program or employee. In accordance with Penal Code 626.7, the site administrator or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds. The County Office of Education recognizes that under California law, any person whose conduct materially disrupts classwork or extracurricular activities or causes a disturbance on school grounds may be guilty of a misdemeanor and

subject to fine, imprisonment, or both. When such conduct occurs, the County Superintendent of Schools may take action leading to the imposition of these penalties.

Possession of unauthorized dangerous instruments, weapons or devices is prohibited on school premises, on any public right-of-way immediately adjacent to school property, or any other place where a teacher and student(s) are required to be in a connection with assigned school activities.

Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)

1. A student of the school, unless currently under suspension.
2. A County Board of Education member or County Office of Education employee.
3. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request.
4. A representative of a school employee organization who is engaged in activities related to the representation of school employees.
5. An elected public official.

In order to register, an outsider shall, upon request, furnish the site administrator or designee with the following information: (Penal Code 627.3)

1. His/her name, address, and occupation.
2. His/her age, if less than 21.
3. His/her purpose for entering school grounds.
4. Proof of identity.
5. Other information consistent with the provisions of law.

The site administrator or designee may refuse to register any outsider if he/she reasonably concludes that the individual's presence or acts would disrupt normal school operation; threaten the health and safety of students or staff; would result in damage to property; or would result in the distribution or use of a controlled substance. The site administrator, designee, or school security officer may revoke any outsider's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff (Penal Code 627.4). If such a person is a parent/guardian, appropriate consideration and accommodations will be made with respect to their legal right to participate in their student's education.

When an outsider fails to register, or when the site administrator or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When an outsider is directed to leave, the site administrator or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment (Penal Code 627.7).

Any person who is denied registration or whose registration is revoked may appeal to the County Superintendent or site administrator by submitting, within five dates after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the County Superintendent or site administrator shall promptly mail a notice of the hearing to the person requesting it. A hearing before the County Superintendent or site administrator shall be held within seven days after receipt of the request. (Penal Code 627.5).

School Visiting Procedures-Presence of a Registered Sex Offender on Campus

Parents/guardians, including those who are required to register as sex offenders, have a prescribed right to be involved in the education of their children. Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a County Office of Education student, shall

only enter upon school grounds for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee.

As necessary, the site administrator shall consult with local law enforcement authorities and/or legal counsel before allowing the presence of any such person at school or other school activity. The site administrator also shall report to the County Superintendent or designee anytime he/she gives such written permission. The principal shall indicate on the written permission the date(s) and times for which permission has been granted.

Any person required to register as a sex offender pursuant to Penal Code 290, including parent/guardians, shall only enter upon school premises for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee (Penal Code 626.81). The County Superintendent, site administrator, or designee shall make the determination regarding whether to grant access, for what purpose, and the duration of such access, based upon available information and upon consultation with local law enforcement authorities or legal counsel, if necessary. If a registered sex offender is granted written permission and has lawful business to enter upon school premises, he/she shall be accompanied by the site administrator or designee at all times while on school grounds.

Health and Safety

Administration of Prescribed Medication

Any pupil who is required to take, during the regular school day, medication prescribed by a physician or surgeon, may be assisted by the school nurse or other designated school personnel or may carry and self-administer auto-injectable epinephrine or inhaled asthma medication if the school district receives both a written statement of instructions from the physician detailing the method, amount and time schedules by which such mediation is to be taken and a written statement from the parent or guardian requesting the school district assist the pupil with prescribed medication as set forth in the physician statement.

Administration of Epilepsy Medication

If a pupil with epilepsy has been prescribed an emergency anti-seizure medication by his or her health care provider, the pupil's parent or guardian may request the pupil's school to have one or more of its employees receive training in the administration of an emergency anti-seizure medication in the event that the pupil suffers a seizure when a nurse is not available.

Emergency Treatment for Anaphylaxis

RCOE provides emergency epinephrine auto-injectors to school nurses and trained personnel and authorizes them to use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from a life-threatening severe allergic reaction (anaphylaxis).

Feminine Hygiene Products

Feminine hygiene products are provided to pupils in the school bathrooms.

Lactating Pupils

Accommodations to a lactating pupil will be made on campus to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding.

Behavioral/Mental Health Counseling

In order to initiate access to available pupil mental health services, you may contact your teacher or the school principal. RCOE will notify parents at least twice per year.

Sun Protective Clothing/Use of Sunscreen

School site staff allow for outdoor use of sun-protective clothing and the use of sunscreen by students during the school day.

Student Attendance Requirements

Student attendance and achievement are directly related. Therefore, students are required to attend the entire school day on a daily basis. The parents/guardians of the student must notify the school attendance staff and/or the teacher in advance of scheduled absences. Student make-up work may be arranged at this time. All absences must be cleared through the school attendance office or the student's teacher.

Excused absences include absences for the following reasons:

Notwithstanding Section 48200, a pupil shall be excused from school when the absence is:

1. Due to the pupil's illness.
2. Due to quarantine under the direction of a county or city health officer.
3. For the purpose of having medical, dental, optometric, or chiropractic services rendered.
4. For the purpose of attending the funeral services of a member of the pupil's immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California.
5. For the purpose of jury duty in the manner provided for by law.
6. Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
7. 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 the pupil's religion, attendance at religious retreats, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.
8. For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.
9. For the purpose of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in 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 superintendent of the school district.
10. For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.
11. Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.

    (b) A pupil absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefor. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

    (c) For purposes of this section, attendance at religious retreats shall not exceed four hours per semester.

    (d) Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

    (e) "Immediate family," as used in this section, means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

Parents/Guardians and students are strongly encouraged to schedule appointments during non-school hours. Any absence of three or more consecutive days requires documentation from a physician. Absences not cleared by a parent/guardian with a valid reason are unexcused. Clearing an absence requires parents/guardians to write a note or call the attendance clerk at the school office. Attendance notes must include the date of the absence, the reason for the absence, and the parent/guardian signature. Students may not excuse their own absences.

Absence for Confidential Medical Services
The law permits schools to excuse pupils for the purpose of obtaining confidential medical services without consent of parent or guardian.

Absence for Religious Instruction
RCOE allows pupils with parent consent to be excused to participate in religious exercises/instruction.

Pregnant and Parenting Pupils
Parental leave for eight weeks for preparation of birth of infant, post-partum for mental and physical health needs of the teen parents and to bond with infants, or any additional medically approved time to protect the infant or parents is allowed. An illness for sick child does not require a doctor note for the custodial parenting teens; the mother or father will be excused by the attendance supervisor.

Truancy and Chronic Absenteeism
A student is considered truant after three absences or three instances of tardiness of more than 30 minutes each time or any combination thereof and the absences or tardiness are unexcused. After a student has been reported as a truant three or more times in a school year and the district has made a conscientious effort to meet with the family, the student is considered habitually truant. A student who is absent from school without a valid excuse for 10% or more of the schooldays in one school year, from the date of enrollment to the current date, is considered a chronic truant. A student is considered a chronic absentee when he/she is absent on 10% or more of the school days in one school year, from the date of enrollment to the current date. Chronic absenteeism includes all absences – excused and unexcused – and is an important measure because excessive absences negatively impact academic achievement and student engagement.

Attendance Letters/SARB Process
Unexcused absences/truancies will result in a parent-teacher conference, a conference with the School Attendance Review Team (SART), or a meeting with the School Attendance Review Board (SARB). Truancy letters are sent to parents for absences or tardiness of 30 minutes or more without a valid excuse. A combination of unexcused absences and tardiness will also result in the issuance of truancy letters. The first letter will generate after three unexcused absences/ tardiness. A second letter will generate after six unexcused absences/tardiness. A SART conference will be scheduled after the second letter is generated. A third letter will generate after nine unexcused absences/ tardiness. After nine or more unexcused absences, the truancies are considered habitual and the SARB meeting process begins. Automated telephone calls will occur to inform you of absences. If your student was not absent as the message reports, have your student ask the teacher to submit a correction form to the attendance office.

Restricted Campus

Riverside County High School is a closed campus. Students may not leave the campus without a parent/ guardian or emergency contact coming to the school and signing the student out for an approved reason (e.g., illness, injury, medical appointment, serious illness of a family member, death of an immediate family member, court appearance, observance of a religious holiday or ceremony, etc.). If the parent/guardian is not able to pick up the student, students must bring a note from the parent/guardian in order to leave campus during the school day. A phone number where the parent/guardian can be reached should be written on the note to enable the school to verify the note with the parent/guardian.

Early Dismissals/Student Pick-Up

When it is necessary to pick a student up during school hours, the parent/guardian is required to go to the office and present a picture ID in order to check the student out of school. Only persons whose name appears on the student's emergency card will be allowed to check the student out of school.

Academic Expectations

Students are expected to demonstrate academic progress by increasing scores on district and state assessments and making progress towards their graduation requirements. Students are expected to earn a minimum of 30 credits each semester.

Grade Classification by Credit

All 12th grade students who are referred to Community School or placed in Court School will be enrolled/placed in grade 11 or 12 based on course credit completion in order to provide them with opportunities to successfully complete high school. After evaluation of official student records, the California State Minimum Graduation Requirements shall be applied for foster youth, homeless youth, court school students, children of military families, or to migratory and newly arrived immigrant students during 3rd and 4th year of high school transfers.

High School Graduation Requirements

Riverside County High School is a Western Association of Schools and Colleges (WASC) accredited high school and all courses are based on the California State Academic Standards. Riverside County High School requires 200 credits to graduate. The following table lists the credit requirements in each subject area.

Required Courses	Required
English/Language Arts ■ English Language Development (ELD) in Grade 9 earns ELA credit. ■ ELA in Grade 9, 10, and 11	30
Mathematics (Including completing the Algebra I requirement through Integrated Math)	20
History/Social Science ■ World History (10 credits) ■ United States History (10 credits) ■ American Government (5 credits) ■ Economics (5 credits)	30
Science ■ Life Science (10 credits) ■ Physical Science (10 credits)	20
Physical Education	20
Fine Arts/ World Foreign Language/CTE	10
Health	5
Ethnic Studies	5
Electives	60
Total	**200**

RCOE conducts graduation ceremonies at the end of the year for 12th grade students who meet the graduation requirements.

California State Minimum Graduation Requirements

Foster youth, youth experiencing homelessness, juvenile court school students/former court school students, children of military families, and migrant and newly arrived immigrant pupils during 3rd and 4th year of high school transfers (and options regarding a 5th year of high school to be provided by schools) are eligible for the California state minimum graduation requirements. Contact your site principal or counselor for information

about individual qualifications for the California state minimum graduation requirements.

Classroom Instruction
Daily classroom-based instruction for students in grades 7-12 for a minimum of 360 minutes per day (Mondays, Tuesdays, Thursdays, and Fridays) and 240 minutes on Wednesdays for the school year and 360 minutes per day during the six-week summer session.

Independent Study
Contracted study programs known as Independent Study (IS) for all grades that require students to complete a minimum of 20 hours of education product per week are available for students whose needs can be met through this form of instruction.

Online Courses
Online instruction is an option based on student needs and course availability.

Credit Recovery
Students typically earn five credits for fully completing a one semester 18-week course. Students who do not complete coursework or who are frequently absent may earn fewer than five credits (variable credits). Course grades and credits are determined by completed coursework, course assessments, student projects and writing assignments. Students who are deficient in credits based on their years in school will have the opportunity to recover credits in after school classes and online credit recovery classes.

Community Service Hours toward High School Graduation
RCOE Alternative Education may provide a pupil with credit towards community service hours commensurate with the hours required for completion of a course in community emergency response training. Meet with your site principal or counselor to request this as an option.

Intervention/Double Block Classes
Students who test below grade level on the reading and math entrance/placement tests will be scheduled in credit intervention courses in language arts and/or math.

Program for English Language Learners
Riverside County High School teachers are credentialed to provide specialized instruction to English learners (EL). EL students participate in mainstream core curriculum classes with modified instruction based on their English language ability. EL students may also be placed in research-based intervention classes designed to accelerate the students English language skills. The student's English language development is assessed yearly with the English Language Proficiency Assessments for California (ELPAC). Support services for EL students may include, but are not limited to, modified lessons and testing, individualized instruction or tutoring and support in their primary language.

English Learner (EL) students on Individual Education Plans (IEPs) must not have "an alternate criteria." Each EL on an IEP must be treated individually and the IEP team must decide to reclassify or not based on their analysis of the student's disabilities, performance, and assessments. Once an IEP team has this discussion, notes, and minutes must be taken and be part of the IEP forms.

English Learner Reclassification Criteria consist of the following components:

1. Assessment of language proficiency using an objective assessment instrument, including, but not limited to, the English language development test.
2. Teacher evaluation, including, but not limited to, a review of the pupil's curriculum mastery.
3. Parental opinion and consultation.
4. Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrates whether the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

RCOE Alternative Education outcomes for English learners include the following:

1. Ensure that English learners acquire full proficiency in English as rapidly and effectively as possible and attain parity with native speakers of English.
2. Ensure that English learners, within a reasonable period of time, achieve the same rigorous grade-level academic standards that are expected of all students.

In order to meet the aforementioned outcomes, all English learners are provided with English language development (ELD) instruction targeted to their English proficiency level and language acquisition programs.

Designated ELD is implemented during the ELD course using the ELD standards as focus of instruction. Integrated ELD is implemented for English learners in all classes.

Structured English Immersion (SEI) is a classroom setting where English learners who have not yet acquired reasonable fluency in English, as defined by the school district, receive instruction through an English language acquisition process, in which nearly all classroom instruction is in English but with a curriculum and presentation designed for children who are learning the language.

Special Education

Students with disabilities receive the services identified in their Individual Education Plan (IEP). Services are provided by specialized academic instruction credentialed teachers who are responsible for implementing the goals and objectives identified in the IEP. Individual Education Plans are reviewed at least annually by the IEP team, which consists of teachers, administrators, the student and parents or guardians. Other support people may be included in the IEP team. Support services for special education students may include, but are not limited to, accommodations in lessons and testing, individualized instruction, speech and language, and career transition services. Parents and students are encouraged to review their Procedural Safeguards and Guidelines for additional information related to special education services.

Assessments/Testing

Students are required to participate in standardized tests at multiple times throughout the year. It is imperative that students prepare for these tests and perform to the best of their ability. Information from these tests is important for a student's placement in classes and in academic interventions.

RCOE notifies parents/guardians of their pupil's participation in the CAASPP/CAA assessment system in accordance with Education Code section 60604. The notification to parents or guardians shall include a notice of the provisions outlined in Education Code section 60615. A parent or guardian written request to school officials to excuse his or her child from any or all parts of the assessments administered shall be granted.

A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. The LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.

Progress Reports/Report Cards

Progress reports will be issued each quarter. Report cards are issued each semester. Semesters are 18 week grading periods. Class credit is issued in five credit blocks, unless students leave the class or fail to complete all five credits. In that case, partial credits may be earned.

Advanced Placement (AP) and International Baccalaureate (IB) Exam Fees

Alternative Education will pay the fees of AP and IB exams for students who are enrolled in AP/IB classes.

Career Technical Education (CTE)

RCOE Alternative Education offers the following CTE pathways: Food Service/Hospitality at DFKRLC and Palm Springs, Residential Commercial Construction/ Construction Technology at BGGRLC, Welding at DLLRLC, Networking at ARLC, and Multimedia Production at VVRLC.

Co-Curricular Programs

Students in good standing in terms of academics, behavior, and attendance have the opportunity to participate intramural sports, eSports, and enrichment activities offered at the regional site.

College and Career Counseling

High school counseling services include guidance on establishing pathways for students to obtain their High School Diploma, Certificate of Completion, or take the High School equivalency test. The counselor provides students with a post-secondary transition plan that includes academic resources, linkage to colleges and universities, career mapping with identified career and technical training, job placement and financial aid application assistance. The counselor follows up periodically with the student in order to review the student's transcript and to review post-secondary education goals.

Federal Student Aid

RCOE Alternative Education ensures that students prior to entering 12th grade are entitled to information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application at least once. This information is made available in a timely manner as financial aid is awarded in order of submission according to deadlines, on a first-come, first served basis. All family and student personal information is protected according to state and federal privacy laws and regulations. RCOE schools provide families with information through meetings at the school sites.

Cal Grant Program

A Cal Grant is money for college that does not have to be paid back. To qualify, a student must meet the eligibility and financial requirements as well as any minimum grade point average (GPA) requirements.

Each grade 12 student is automatically deemed a Cal Grant applicant unless the pupil opts out. Until a pupil turns 18 years of age, only a parent/guardian may opt the pupil out. Once a pupil turns 18 years of age, only the pupil may opt himself/ herself out and, if prior to the conclusion of the notice period, the pupil may opt in over the prior decision of a parent/guardian to opt out. Alternative Education sends the student grade point averages to the Student Aid Commission every year in October and February.

Cal Grants can be used at any University of California, California State University or California Community College. Some independent and career colleges or technical schools in California also take Cal Grants.

In order to assist students apply for financial aid, all students in grade 12 are automatically considered a Cal Grant applicant and each grade 12 student's GPA will be submitted to the California Student Aid Commission (CASC) electronically by a school or school district official. A student, or the parent/guardian of a student under 18 years of age, may complete a form to indicate that he/she does not wish for the school to electronically send CASC the student's GPA. Until a student turns 18 years of age, only the parent/guardian may opt out the student. Once a student turns 18 years of age, only the student may opt himself/herself out, and can opt in if the parent/guardian had previously decided to opt out the student.

College and Career Technical Education

The RCOE Alternative Education counselor provides a webpage for parents/guardians and students in grades 9-12 with the following information on college and career technical education:

1. A brief explanation of the college admission requirements.
2. A list of the current UC and CSU web sites that help students and their families learn about college admission requirements and that list high school

courses that have been certified by UC as satisfying the requirements for admission to UC and CSU.

3. A brief description of what career technical education is, as defined by the CDE.
4. The internet address for the portion of the web site of the CDE where students can learn more about career technical education.
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses.

Behavioral/Mental Health Services

Alternative Education contracts for behavioral health services for students. The behavioral health consultant provides school-based prevention and intervention services that include counseling for individuals and groups of students.

Mentoring/Intervention Services

The mentoring and intervention services provide youth with additional supports to improve student attendance, academic achievement, and behavior in school.

Parent Involvement

Volunteers: Volunteers are always welcomed at Riverside County High School. Any amount of volunteer support is beneficial not just for the students, but also for the overall success of the school program. Please inform the administrator, school secretary or teachers of the time you have to offer as a volunteer. A TB test and fingerprinting are required to work with students.

Parent Advisory Committee/School Site Council
Parents/Guardians are encouraged to participate in the Parent Advisory Committee and/or the School Site Council. If you are interested in participating, please contact the school principal or secretary.

English Learner Advisory Committee (ELAC) and District English Learner Advisory Committee (DELAC)
Parents/guardians of English learners are encouraged to participate in the ELAC. The purpose of the ELAC is to advise the principal and school staff on programs and services for English learners and the school site council on the development of the Single School Plan for Student Achievement. If you are interested in participating in the ELAC, please contact the school principal or secretary.

Parent Involvement Policy
Alternative Education's parent involvement priorities include the following:

- Involves parents in the development of the LCAP, LEA Plan, and SPSAs as a part of the process of school review and improvement.
- Provides coordination, technical assistance, and other support to assist schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance.
- Builds school and parent capacity for strong parental involvement.
- Conducts, with the involvement of parents, an annual evaluation of the content and effectiveness of parental involvement in improving the academic quality of the schools served.

Parent involvement for all students in Alternative Education is consistent with the following goals:

(a) Help parents develop skills to use at home that support their children's academic efforts and social development.

(b) Provide parents with techniques and strategies that may utilize to improve their children's academic success and to assist their children in learning at home.

(c) Build consistent and effective communication between the home and the school so parents may know when and how to assist their children in learning at home.

(d) Train teachers and administrators to communicate effectively with parents.

Textbooks (Technology Tools) and Instructional Materials

Textbooks and tablets are issued without charge to students. Textbooks must be returned at the end of the year or when the student withdraws from school. Responsibility for textbooks rests solely with the student to whom the books have been issued. Students will be charged for the textbooks that have been lost, stolen, or damaged beyond reasonable wear and tear. Tablets are checked out to students to use during the school day. Students are responsible for appropriate use of tablets and computers as indicated in the Technology Acceptable Use policy.

Access to Internet and Online Sites- Acceptable Use Policy

One of the goals of RCOE is to assist in advancing the use of technology to enhance student learning. Access to RCOE technology is a privilege, not a right, and students enrolled in district programs or activities must follow guidelines and procedures regarding acceptable use of technology. All RCOE students and their parents/ guardians shall sign the Acceptable Use of Technology Agreement prior to using district technological resources. RCOE shall make a diligent effort to filter the inappropriate or harmful matter accessible through the internet, and students shall also take responsibility not to initiate access to inappropriate or harmful matter while using technology. Violation of this policy may result in disciplinary action and the loss of the privilege to use the technology and/or civil or criminal liability. Continuous Access to Assistive Technology Devices RCOE Alternative Education makes available school-purchased devices to maintain continuous access at school and outside of school settings to continue free appropriate public education. If a student moves away from the distributing school, the student may continue to use the device, or a comparable device, for up to two months or until the device is replaced in the new setting, whichever occurs first.

California Healthy Youth Act – EC §§ 51930-51939

The California Healthy Youth Act requires school districts to provide pupils with integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention education at least once in middle school and once in high school. It is intended to ensure that pupils in grades 7-12 are provided with the knowledge and skills necessary to: 1) protect their sexual and reproductive health from HIV, other sexually transmitted infections, and unintended pregnancy; 2) develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; and 3) have healthy, positive, and safe relationships and behaviors. It also promotes understanding of sexuality as a normal part of human development.

Parents or legal guardians have the right to:

- Inspect the written and audiovisual educational materials used in the comprehensive sexual health and HIV prevention education.
- Request in writing that their child not receive comprehensive sexual health or HIV prevention education.
- Request a copy of Education Codes 51930 through 51939, the California Healthy Youth Act.
- Be informed whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants.
- Receive notice by mail or another commonly used method of notification no fewer than 14 days before the instruction is delivered if arrangements for the instruction are made after the beginning of the school year.
- When the district chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV prevention education, be informed of the date of the instruction and the name of the organization or affiliation of each guest speaker.

The National School Lunch Program

The National School Lunch Program provides nutritionally balanced, low-cost or free lunches to low income students. You will be asked to complete an application for free or reduced cost school meals to determine your child's eligibility for this program. School breakfast and lunch are provided at all school sites. Outside food and food delivery is not permitted on campus without prior approval by administration.

School Dress Code

Philosophy

Alternative Education implements a dress code that encourages students, parents, and staff to collaborate on standards of attire in school. Each Community School site adheres to the Riverside County Office of Education dress code, which has established standards for student dress and grooming. The dress code is in effect during school hours as well as during school sponsored activities. Staff members at the community school sites seek to maintain a positive learning environment where mutual respect and high personal standards are established.

Each Community School site adheres to the Riverside County Office of Education dress code, which has established standards for student dress. The dress code is in effect during school hours as well as during school sponsored activities. Staff members at the community school sites seek to maintain a positive learning environment where mutual respect and high personal standards are established.

Students who come to school in clothing that is inappropriate will be required to change into school appropriate attire. If a student refuses to wear a loaned dress code violation item or if the parent is unable to bring the student a change of clothing, the student will be sent to On Campus Detention for the remainder of the day.

School Dress Code:

- All clothing and accessories must be school appropriate.
- Clothing and accessories must not promote illegal substances, violence, alcohol or sexually explicit material.
- Any clothing, purse, backpack, notebook, jewelry, etc. displaying a hate symbol related to gender, race, ethnicity, religion, etc. is strictly prohibited at school.
- Shirts must be worn at all times.
- Clothing shall be sufficient and size-appropriate to conceal all undergarments at all times.
- Clothing to deliberately conceal the identity of student is not permitted.
- Shoes must be worn at all times. Shoes must be appropriate for the school activity and school safety.
- Chains are not permitted when attached to a wallet or worn on clothing and will be confiscated.
- Items that are classified as drug paraphernalia are not permitted to be worn as accessories or clothing.
- Any gang related tattoos must be covered.
- Sunglasses may not be worn indoors (unless under doctor's prescription).

When a new fashion trend becomes a symbol that may be dangerous, anti-social or the arrangement of specific clothing items denotes gang affiliation, the community school site administration reserves the right to prohibit such items and arrangements.

Parents/Guardians and students have the primary responsibility to see that students are properly attired for school. School personnel have the responsibility for maintaining proper and appropriate conditions conducive to learning. Site administration may authorize special activity event days where exceptions to the student dress code may be allowed. Students who violate any part of the dress code will be given an opportunity to change to their own clothing or to school-provided alternative clothing. Exceptions to the aforementioned policies may be made based on the needs of the students as indicated by parents/guardians.

Prohibition of Gang-Related Apparel and Groups that Promote Hate Crimes

Gang activity and groups that promote hate crimes/violence are not allowed on campus. The Principal or designee shall take steps to deter gang intimidation of students and staff and confrontations between members of different gangs. Law enforcement is consulted to provide input on this policy. Clothing that may have gang implications is not allowed. The Superintendent or designee shall provide in-service training which helps staff to identify gangs and gang

symbols, recognize early manifestations or disruptive activities, and respond appropriately to gang behavior.

In order to discourage the influence of gangs and groups that incite violence, school staff shall take the following measures:

- Any student displaying behavior, gestures, apparel, or paraphernalia indicative of gang affiliation shall be referred to the principal or designee.
  - The student's parent/guardian shall be contacted and may be asked to meet with school staff.
  - The student may be sent home to change clothes if necessary (cf. 5132 – Dress and Grooming).
- Staff members shall be provided with the names of known gang members.
- Students who seek help in rejecting gang associations may be referred to community-based gang suppression and prevention organizations (cf. 1020 – Youth Services).
- Any gang graffiti on school premises shall be removed, washed down, or painted over as soon as discovered.
  - Daily checks for graffiti shall be made throughout the campus.
  - Graffiti shall be photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used for future disciplinary or criminal action against the offenders (cf. 5131.5 – Vandalism, Theft, and Graffiti).

Expectations for Student Conduct

Philosophy

Alternative Education implements a program that encourages students to exemplify strong commitments to citizenship, personal responsibility, moral and ethical character, mutual respect, and dignity. School resources are utilized to help students develop self-control and willing cooperation.

Pupils must conform to school regulations, obey all directions, be diligent in study, be respectful of teachers/others in authority, and refrain from profane/vulgar language. Alternative Education implements a program that encourages students to exemplify strong commitments to citizenship, personal responsibility, moral and ethical character, mutual respect, and dignity. School resources are utilized to help students develop self-control and willing cooperation.

The main goals of the comprehensive school-wide discipline plan are as follows:

- To assist students to achieve self-discipline.
- To protect the welfare of all students.
- To maintain a school environment that is conducive to learning.

The expected behavior of students includes the following:

- Self-discipline/control
- Personal/public accountability
- Personal responsibility
- Respect for the rights and property of others
- Cooperation
- Compliance with directives
- Acceptable attitude
- Sense of fairness
- Thoughtfulness and consideration

Behavior Support

Alternative Education staff members provide a supportive school environment that focuses on increasing academic and pro-social behaviors and skills. All staff members receive on-going focused training on research-based models that provide systems for developing student resiliency factors as well as developing skills to help them resist risky behaviors in an effort to reduce barriers to learning. The models adopted specifically address the behavior supports necessary for a Multi-Tiered Systems of Supports (MTSS) Model (See Appendix B) addressing the needs of at-risk youth as well as Positive Behavior Intervention Support (PBIS).

Staff members receive training to implement PBIS, facilitating the development of a safe, trusting, self-managing classroom, thereby improving classroom attendance by developing motivation and helping students take responsibility for their actions and performance. The focus is on caring, respect and acceptance for each student. Student learning and achievement is continually assessed using multiple measures of success. In an effective PBIS model, delinquent behaviors such as disruptive outbursts, violent acts, drug use, and other risky behavior are decreased as students practice empathy and an appreciation for diversity.

Alternative Education staff members acknowledge the responsibility of each student, parent, volunteer, faculty, staff, and administrator to contribute to the well-being of the community by demonstrating responsibility and accountability for individual and group actions. Alternative Education enhances the quality of relationships, the quality of learning, and the quality of the community through shared responsibility.

Alternative Education staff members maintain a comprehensive set of student discipline policies aligned with the Riverside County Office of Education Board Policy. These policies clearly describe the expectations regarding, among other things: attendance, mutual respect, substance abuse, violence, safety, and work habits. Each parent/guardian of high school-aged students is required annually to verify that they have reviewed the policies with their student/s and that they understand the policies. Each adult student will also be required annually to verify that they have reviewed and understand the policies.

Alternative Education staff members implement a comprehensive Student/Parent Handbook. The Student/Parent Handbook describes the school's expectations regarding attendance, mutual respect, violence, safety, and work habits. Students and their parent/caregiver, if appropriate, will be required to verify in writing that they have reviewed and understand these policies prior to enrollment. Students may be suspended or expelled from Community School or Court School for noncompliance with the policies according to EC § 48900 et seq.

Campus-wide Rules

- Unsafe acts, such as fighting, hazing, initiation, rough or play fighting, or birthday swats are prohibited.
- Inciting others to violence or disobedience, which includes encouraging others to fight, is prohibited.
- Discriminatory acts, which include verbal or written acts toward a person that promote negative stereotyping, degrades, or flagrantly demeans any individual, are prohibited.
- Disorderly conduct, which includes engaging in violent, abusive, indecent, profane, obscene, vulgar, boisterous, unreasonably loud, or other conduct which tends to cause or provoke a disturbance, is prohibited.
- Disrespect, which includes insulting or derogatory names, inappropriate gestures, and actions toward staff members, is not permitted.
- Gang type writing, signing, tagging or doodling on books, notebooks, backpacks, and clothing or on desks is not permitted.
- Profanity or insulting language is not permitted.
- Forgery, the act of falsely using, in writing, the name of another person or falsifying time, dates, grades, addresses or other data on school forms, is prohibited.
- Signaling a false fire alarm is prohibited.
- Gambling is not permitted.
- Possession of pornographic, obscene or vulgar pictures, objects or other materials is prohibited.
- Bicycle riding or skateboarding is not permitted on campus.

Classroom Rules

Each classroom teacher establishes rules based on agreed upon Positive Behavioral Interventions and Supports (PBIS) for their room and the consequences should the student choose to break those rules. These are established within the first few days of school and are reviewed with the parents/guardians at Back to School Night.

- Show respect to others.
- Students are responsible for their textbooks and required materials.
- Students are not to use rude, abusive, insulting, and/or profane language.
- There is to be no willful destruction of school or private property.
- Cheating includes dishonesty while completing school work, plagiarism, and or falsifying or altering records.
- Cell phones may not be used during instructional/ class time.

Academic Honesty

Riverside County High School is committed to maintaining academic honesty. Honesty is the essence on which all human relationships are founded. Academic dishonesty is almost always an attempt by a student to show possession of a level of knowledge or skill, which he/she does not possess.

Definition of Plagiarism/Cheating:

- A student uses anyone else's knowledge or work and says it is his/her own.
- A student uses a "cheat sheet" while
- taking an examination in class.
- A student turns in an assignment that someone else has written.
- A student puts a quotation in a term paper without it being footnoted properly or without giving proper credit or identifying the person who wrote it.
- Student A" knowingly and willfully allows "Student B" to use his/her work and "Student B" presents it as his/her own work.
- Student uses artificial intelligence (AI) to generate an assignment.

Once the teacher determines that cheating has occurred, the assignment will be graded as a failure (F) and a zero will be recorded in the grade book. Students violating the honesty policy will be referred to the principal and appropriate disciplinary action will be taken.

Electronic Listening or Recording Device or Electronic Signaling Device

The use by any person, including a pupil, of any electronic listening or recording or signaling device in any classroom without the prior consent of the teacher and the principal is prohibited as it disrupts and impairs the teaching process and discipline in the schools. Any pupil in violation shall be subject to appropriate disciplinary action.

Electronic Nicotine Delivery Systems (e-cigarettes)

RCOE prohibits the use of electronic nicotine delivery systems (ENDS) such as e-cigarettes, hookah pens, cigarillos, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products on all district property and in district vehicles at all times.

Tobacco-free Campus

RCOE's Alternative Education schools prohibit the use of tobacco products, any time, in district-owned or leased buildings, on district property and in district vehicles.

Use of Smartphones on Campus

RCOE Alternative Education limits the use of smartphones while at school and under supervision and control of staff. The school principal and staff establish the site circumstances in which a pupil may use a smartphone on campus.

Policy Prohibiting Discrimination, Harassment, Intimidation, and Bullying

The Riverside County Office of Education believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance. RCOE recognizes the

harmful effects of bullying on student learning and new school attendance and desires to provide safe school environments that protect students from physical and emotional harm.

RCOE employees shall establish student safety as a high priority and shall not tolerate bullying of any student. Bullying is defined in Education Code section 48900(r). No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation. Cyberbullying includes the transmission of harassing communications, 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. Only SROs/Police Officers are allowed to investigate a discipline matter involving evidence on a cell phone or on social media.

Prevention/Intervention

The Riverside County Office of Education expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff who witness such acts take immediate steps to intervene when safe to do so. Each complaint of bullying will be promptly investigated. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously. School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so (Education Code 234.1). As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to:

- Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying to the principal or designee.
- Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.
- If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal or the central office at 951-826-6595. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

Teachers discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

The procedures for intervening in bullying behavior include, but are not limited, to the following:

- All staff, students and their parents will receive a summary of this policy prohibiting intimidation and bullying: at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.

- The school will make reasonable efforts to keep a report of bullying and the results of investigation confidential.
- Staff who witness acts of bullying shall take immediate steps to intervene when safe to do so. People witnessing or experiencing bullying are strongly encouraged to report the incident; such reporting will not reflect on the target or witnesses in any way.

Complaints and Investigation
Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level procedures.

When a student is reported to be engaging in bullying off campus, the principal or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the principal or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline
Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Every student is entitled to a safe school environment free from discrimination, harassment, intimidation, and bullying. RCOE prohibits bullying. This includes, but is not limited to, discrimination, harassment, intimidation and bullying based on the actual or perceived characteristics set forth in Penal Code section 422.55 and Education Code section 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

School personnel must immediately intervene if they witness an act of discrimination, harassment, intimidation or bullying, provided it is safe to do so. Acts of discrimination or bullying should be brought to the attention of the principal. Students may make an anonymous complaint by contacting the principal. If there is sufficient corroborating information, RCOE will commence an investigation. Complaints of bullying or discrimination will be considered confidential. However, it may be necessary to disclose certain information in order to effectively investigate. Students who violate the policies on bullying or discrimination may be subject to discipline, including suspension and expulsion. RCOE prohibits retaliation against individuals who make complaints of bullying or provide information related to such complaints.

Resources for Anti Bullying and Cyber Bullying
121 Help Me: 1-855-201-2121
Stop Bullying: www.stopbullying.gov
Stop Cyberbullying: www.stopcyberbullying.orgs

Policies and Procedures for Suspension and/or Expulsion

Classroom discipline procedures at each school site are the responsibility of the individual teacher. However, serious misbehaviors including, but not limited to, fighting, openly defying adults, possession of weapons or illegal drugs results in the student being sent immediately to the office where the principal or his/her designee will conference with the student.

Due Process
All suspensions are preceded by an informal conference between the student and a school administrator during which the student shall be informed of the reason for

the suspension and the evidence that supported the action. It is the policy of the school to telephone parents at the time of the suspension, but in all cases, a notice is mailed within 24 hours. Usually a parent conference is requested to take place as soon as is practicable. Parents or guardians are requested to respond to such conferences. Depending on the severity and circumstances, further action may be required such as detention, suspension or expulsion. In these instances, parents will be notified either by phone or mail.

Minors under the age of 16 must consult with legal counsel prior to a custodial interrogation and before waiving their Miranda rights. Existing law requires a peace officer to advise minors of their rights by providing a Miranda warning. But if the minor or parent waives those rights, officers can interrogate the minor. Senate Bill (SB) 395, which adds section 625.6 to the Welfare and Institutions Code, will prohibit a law enforcement officer from conducting a custodial interrogation of or accepting a waiver of Miranda rights by a minor 15 or younger until the minor has had an opportunity to consult with legal counsel. This consultation must occur in person, by telephone or by video conference and may not be waived. SB 395 requires a court to consider the impact of a peace officer's failure to provide such legal consultation in determining the admissibility of statements the minor made during or after a custodial interrogation.
SB 395 provides limited exceptions to its consultation requirement. The new law does not require probation officers to comply with its requirements and also excludes questions related to obtaining information believed to be necessary to protect life or property from an imminent threat.

SB 395 creates new issues for police and other public agencies, including schools, when dealing with minors and illegal or inappropriate conduct. School districts that rely upon interviews of students by school district police department officers or contract school resource officers (SRO) in relation to student discipline proceedings may wish to review those practices for conformance with the new law, which covers potential criminal misconduct occurring on school campuses. In particular, school districts may wish to review how and when a law enforcement officer or an SRO may become involved with investigations of student misconduct.

<u>The following rule infractions will lead to an automatic suspension and consequences from law enforcement</u>:
Education Code 48915 (a) (1)

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife, or other dangerous object of no reasonable use to the pupil.
C. Unlawful possession of a controlled substance.
D. Robbery or extortion.
E. Assault or battery upon any school employee.

Education Code 48915 (c)

1. Possessing, selling, or otherwise furnishing a firearm.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault, or committing a sexual battery.
5. Possession of an explosive.

<u>Students may be suspended for the following 48900 Education Code violations</u>:
A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(2) Willfully used force or violence upon the person of another, except in self-defense.

(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of the pupil's own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(3) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(4) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified in paragraph (1). This paragraph is inoperative on July 1, 2025.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 287, 288, or 289 of, or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the

organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.

(D) Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.

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

(i) A message, text, sound, video, or image.

(ii) A post on a social network internet website, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this subclause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

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

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) (1) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(2) It is further the intent of the Legislature that the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community. A student who has been suspended needs to be picked up from school by the parent/guardian. Students with disabilities must have a manifestation determination after 10 days of cumulative suspension.

EC 48900.2. Sexual Harassment

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. For the purposes of this chapter, 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 section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

EC 48900.3. Hate Violence

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for

expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

EC 48900.4. Harassment, Threats or Intimidation
In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

EC 48900.5. Limitations on Imposing Suspension
Suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49072 However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons.

EC 48900.7. Terroristic Threats

a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "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 his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

Attendance of Suspended Pupil's Parent of Guardian

If a teacher suspends a pupil, the teacher may require the child's parent to attend a portion of the school day in his or her child's classes. Employers may not discriminate against parents who are required to comply with this requirement.

Circumstances for Recommending Expulsion

Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(A) Causing serious physical injury to another person, except in self-defense.

(B) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(C) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

(E) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

Positive Behavior Intervention and Support (PBIS)

The staff at each school believes that when students choose to follow school rules, their positive behavior should be rewarded. As opportunities arise, special events or activities are used to reward student for positive behavior.

Procedures for a Safe and Orderly Learning Environment-Canine Detection

RCOE strongly believes in safe campuses and all students are behaving in a responsible manner. The purpose of the canine program is to serve as a deterrent to students who might bring harmful items on to campus and to provide all students and staff with a safe environment. Each school participates in random canine inspections using non-aggressive detection canines certified to detect illicit drugs, alcoholic beverages, and gunpowder.

Emergency, Fire, and Disaster Procedures

Each school's Emergency Operation Plan (EOP) meets the guidelines of the California's Standardized Emergency Management System (SEMS) and has developed, in consultation with public safety agencies (law enforcement, fire, public health), an "All Hazards" approach for mitigation, preparedness, response and recovery.

School EOPs address, at a minimum, the following types of emergencies and disasters and protective measures to be taken before, during, and after:

1. Fire on or off school grounds which endangers students and staff.
2. Earthquake or other natural disasters.
3. Environmental hazards.
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group.
5. Bomb threat or actual detonation.
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities.
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak.

The site administrator acts as the Incident Commander, with the principal's designee to be appointed in the event that the Incident Commander is unable to perform his/her duties. To ensure accountability for emergency response procedures, personnel are assigned specific duties to perform in the event of emergencies. These include turning off water, gas, and electricity. Drills are conducted regularly using an Incident Action Plan to pre-plan and determine the object of the drill, along with After Action Reports to document lessons learned.

Each school site works with RCOE to update the emergency plan and incorporate the National Incident Management System (NIMS), which includes staff trained in the following Federal Emergency Management Agency (FEMA) courses: IS 100 (Incident Command for Schools), IS 700 (NIMS) and IS 200 (Incident Command for Single Resources and Initial Action Incidents) and IS 800 (National Response Framework). During disasters, pre-determined areas will identify the various stations (i.e., student holding, command post, and student release).

- Fires: When a fire is discovered in any part of the school, the following actions shall be taken:
- The principal or designee shall sound fire signals, unless the school and/or building are equipped with an automatic fire detection and alarm system.
- The principal or designee shall call 911.
- All persons shall be directed to leave the building and shall proceed outside to a designated assembly area.
- Staff shall give students clear direction and supervision and help maintain a calm and orderly response.
- In outside assembly areas, teachers take roll, report missing students, and provide assistance to any injured student.
- In outside assembly areas, the principal or designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff.
- If the fire is extensive, students shall be taken to an alternative location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

Fire Drills: Each school site holds fire drills on a regular basis. As amended by SB 575 (Ch. 725, Statutes of 2001), Education Code 32001 states that every person and public officer managing, controlling, or in charge of any public, private, or parochial school, other than a two-year community college, shall cause the fire alarm signal to be sounded not less than once every calendar month and shall conduct a fire drill at least once every calendar month at the elementary level and at least four times every school year at the intermediate levels. A fire drill shall be held at the secondary level not less than twice every school year.

- The principal shall notify the staff as to the schedule for fire drills.
- Whenever a fire drill is held, all students, teachers, and other employees shall be directed to leave the building (5 CCR 550).
- Teachers shall ascertain that no student remains in his/her classroom and the building.
- Teachers and/or campus security supervisors shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
- The principal/designee and/or campus security supervisor shall keep a record of each fire drill conducted and file a copy of this record with the office of Superintendent or designee.

Earthquake Drills: Earthquake emergency procedures include the school building Emergency Operation Plan (EOP), drop and cover procedures, dates/times of drop procedure drills held once each quarter in elementary; once each semester in secondary schools, protective measures to be taken before, during, and after an earthquake, a program to ensure that pupils and both certificated and classified staff are aware of and are trained in the earthquake emergency procedure system.

Earthquake Drill Procedures:
A drop/cover/hold-on procedure in which students and staff members:

- Principal/Designee announces to drop to the ground and take cover.
- Students and staff take cover by getting under a desk or table.
- Hold on until the all clear signal is announced.
- Evacuate only if directed.

Specific Steps for the Drill:

1. Via the public announcement (PA) system, alarms, or verbal direction (in the event of a real earthquake, your signal will be the beginning of shaking itself):

- Announce that the earthquake drill has begun and to *Drop, Cover, and Hold On*.
- Suggest that while dropping under a sturdy desk or table, students and teachers look around at what would be falling on them in a real earthquake. These items should be secured or moved after the drill.

2. After at least one minute, announce that the shaking is over.
3. Based upon your school disaster plan, have teachers, students, and staff follow school evacuation procedures according to the school disaster plan.
4. When the shaking has stopped (or when the all clear bell rings) IMMEDIATELY and before teachers exit their rooms, take ten seconds to look around, make a mental note of damage and dangers, check to see if any students are injured. If immediate help can be given to open airway, stop serious bleeding, or put out a small fire, do so. Ask responsible students to assist lightly injured. Non-ambulatory injured should be reassured and wait for treatment where they are, unless it is more dangerous to remain.
5. Teachers take their classroom roll books and emergency kits to the evacuation area. Make sure these stay with the person actually escorting the class to the Emergency Assembly Area (EAA).
6. Staff use the buddy system. Classes should exit in pairs with one teacher in front and one in the back. Take a few seconds to check briefly with the teacher in the classroom to the left, to the right, and across the hall to see if they are in need.
7. In the absence of an instructional assistant, teachers need to be prepared to take a class of a colleague while that teacher assists with any injuries or in the duties assigned to them. Escort class(es) to their designated place in the EAA.
    - Use the suggested routes on your evacuation map or alternate route if your route is blocked or unsafe.
    - Everyone is to stay together and quickly and quietly evacuate following four Evacuation Rules: Don't talk. Don't push. Don't run. Don't turn back.
    - Select two responsible monitors to lead, carefully checking that the evacuation route is clear. You bring up the rear, seeing that everyone is together.

- Check that exit routes are clear. Move directly away from the building when exiting. Children should cover their heads with their bag or book. Do NOT use any elevators.

Shelter in Place: One of the instructions you may be given in an emergency where hazardous materials may have been released into the atmosphere is to shelter-in-place. This is a precaution aimed to keep you safe while remaining indoors.

Specific Steps to Shelter-in-Place at School:

- Close the school. Activate the school's emergency plan. Follow reverse evacuation procedures to bring students, faculty and staff indoors.
- If there are visitors in the building, provide for their safety by asking them to stay – not leave. When authorities provide directions to shelter-in-place, they want everyone to take those steps immediately, where they are, and not drive or walk outdoors.
- Provide for answering telephone inquiries from concerned parents by having at least one telephone with the school's listed telephone number available in the room selected to provide shelter for the school secretary, or person designated to answer these calls. If the school has voicemail or an automated attendant, change the recording to indicate that the school is closed, and that students and staff are remaining in the building until authorities advise that it is safe to leave. There should be a way to communicate among all rooms where people are sheltering-in-place in the school.
- Provide for a way to make announcements over the school-wide public address system from the room where the top school official takes shelter.
- If children have cell phones, allow them to use them to call a parent or guardian to let them know that they have been asked to remain in school until further notice, and that they are safe.
- Provide directions to close and lock all windows, exterior doors and any other outside openings.
- If you are told there is danger of explosion, direct that window shades, blinds or curtains be closed.
- Have employees familiar with your building's mechanical system turn off all fans, heating and air conditioning systems. Some systems automatically provide for exchange of inside air with outside air – these systems, in particular, need to be turned off, sealed or disabled.
- Gather essential disaster supplies, such as nonperishable food, bottled water, battery-powered radios, first aid supplies, flashlights, batteries, duct tape, plastic sheeting and plastic garbage bags.
- Bring everyone into the room. Shut and lock the door.
- Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around doors and any vents into the room.
- Write down the names of everyone in the room, and call your schools' designated emergency contact to report who is in the room with you.
- Listen for an official announcement from school officials via the public address system, and stay where you are until you are told all is safe or you are told to evacuate. Local officials may call for evacuation in specific areas at greatest risk in your community.

Lockout and Lockdown: Lockouts and Lockdown procedures may be issued in situations involving dangerous intruders or other incidents that may result in harm to persons inside at an RCOE facility. For detailed instructions, refer to ANNEX I to RCOE Emergency Operation Plan.

Definition

- Lockout (Level 1): This is when a threat that is off site that does not directly involve the school or students. A Lockout Level 1 stops people from going on or off campus.

Examples: A scenario could be triggered by a nearby arrest or search warrant being conducted, often triggered by notification from law enforcement; *High Speed chases; suspicious activity off-campus, etc...*

- Lockout (Level 2): This is when a threat to a school is made or information is presented that an event could potentially affect the school site. A Lockout Level 2 calls for staff and students to stay in the classrooms with unsupervised movement on campus prohibited.

  Examples include events occurring with the vicinity of the school, fugitive in the area, etc.…

- Lockdown (Level 3): There is a direct threat to the school and the safety of the school and those inside are at risk. A Lockdown Level 3 mandates that all students and staff stay in locked classrooms.

  Examples include Active Assailant, Hostage situations, or a direct knowledge of a planned event, Etc…)

Procedures to follow

- Lockout - Level 1
  - ✔ Verbal Command is Lockout - Level 1
  - ✔ Lock all exterior doors except for the main entrance.
  - ✔ Limit vehicle access to a single point of entry if possible.
  - ✔ Keep all classroom doors locked when possible.
  - ✔ Keep blinds open for increase awareness.
  - ✔ Classroom activity is to remain NORMAL.
- Lockout - Level 2
  - ✔ Verbal Command is Lockout Level 2.
  - ✔ Lock all exterior doors.
  - ✔ Keep blinds open for increase awareness.
  - ✔ Secure all vehicle access gates, if safe to do so.
  - ✔ All classroom doors are to remain locked and hall activity is to be limited during class.
  - ✔ Classroom activity is to remain normal.
- Lockdown - Level 3
  - ✔ Verbal Command is Lockdown.
  - ✔ Lock all doors and access onto school compound.
  - ✔ Doors are not to be opened for anyone. Officials who may need access have keys.
  - ✔ All classroom activity is to stop.
  - ✔ Assembly in designated "safe areas" of the classroom.
  - ✔ Turn off lights.
  - ✔ Conceal yourself from view.
  - ✔ Use furniture to barricade entrances, if safe to do so.
  - ✔ Staff and students are to remain out of sight away from windows and in a protected area until the "all clear" call is communicated by the administration office or law enforcement.

Active Shooter Protocols (Active Assailant)

During an active assailant incident, staff and students must quickly determine the most reasonable way to protect their own life. The primary purpose is to prevent, reduce or limit access to potential victims, and to mitigate the loss of life. Training on the FBI's "Run, Hide, and Fight protocol is implemented at all sites.

Air Quality Reports

During times of heightened air pollution (especially spring, summer, and fall) RCOE (OSS, Safety Emergency Management) sends out a daily air quality report obtained from local government sources. This report makes recommendations of individual physical activity based upon the current air quality. Each school uses this to limit outside activities, especially physical education, to protect the health of our students and staff.

Equipment and Programs for Student Safety

Security cameras, building alarms, two-way radios, ID badge scanning systems, student ID badge printing software, are maintained at all sites. Custodial services maintain clean and safe school facilities and grounds. The Alertus Emergency Notification system is a multilayered Mass Notification that is universally installed at all sites.

Suicide Prevention Policy and Plan

The RCOE Alternative Education suicide prevention plan is in place as a safety measure for students. Upon registration, the attendance registration technician provides the parent/guardian and student a copy of the student handbook with an enclosed Crisis Resources for Riverside County list. During student orientation, the principal or designee reviews the Suicide Prevention/ Mental Health Awareness Leaflet, Staff/Parent Request for Support Form and Student/Peer Request for Support Forms and the procedures for submitting forms (self or peer). A Risk Referral can be submitted by a teacher, staff member, parent, guardian, peer, or the student. The Trevor Project LGBTQ+ and suicide hotline are located on the student identification card.

- National Suicide Prevention Lifeline, 1-800-273-8255
- Crisis Text Line, text HOME to 741741
- Trevor Project LGBTQ+: 1- 866-488-7386

Help Line Suicide Crisis Support, 951-686-4357

Child Abuse Reporting

As mandated reporters, the staff at each school site follows child abuse reporting guidelines set forth in the Child Abuse Reporting Law, which requires a telephoned report of suspected child abuse to a child protective agency as soon as practically possible. In addition, a follow-up written report is required within 36 hours of receiving the information concerning the incident (Pen. Code, 11166, subd. (g)).
The administrative staff at each school site has been trained to handle the disclosure of a child's suspected physical or sexual abuse. These are some of the guidelines used to help a child through this crisis:

- A private place is found to talk to the child, while maintaining eye contact.
- The conversation remains calm, without any expression of panic or shock.
- The facts surrounding the incident are obtained.
- No assumptions are made; the child is allowed to speak, uninterrupted.
- The child is given the benefit of the doubt.
- A child's vocabulary is used.
- Reassurance is given that he or she is innocent and did not provoke the incident.
- Reassurance is given that everything possible will be done to protect and support him or her.
- The child is made aware of what will happen once the report is made.
- An immediate need for safety is determined.
- A report to the proper authorities is made.

If the child discloses the abuse during a lesson, acknowledgement is given and the lesson is continued. Afterwards, a quiet place is found where the teacher can talk with the child alone.

Reports are investigated either by the local law enforcement agency and/or by the county Child Protective Services agency. Cross reporting by these agencies is required to ensure that law enforcement, child welfare agencies, and RCOE attorneys receive all reports they should review, whether initially reporting to them or to another child protective agency.

Policy Prohibiting Sexual Harassment

Each school site adheres to the guidelines on sexual harassment set forth by the Riverside County Office of Education. The Board of Education prohibits sexual harassment in the working environment of RCOE employees or applicants by any person in any form. Sexual harassment of or by any employee is not tolerated. The Board considers sexual harassment to be a major offense, which may result in disciplinary action or dismissal of the offending employee or suspension/ expulsion of any offending student.

It is the policy of the Riverside County Office of Education that sexual harassment is unacceptable conduct in the workplace and is not tolerated. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature made by someone from or in the work or education setting.

Sexual harassment guidelines apply to school personnel, as well as students. Kindergarten through third grade students are not responsible for their behavior according to California State Law. However,

students in fourth through fifth grade are subject to all legal actions under the law.

Purpose: The purpose of the policy is to provide the work environment free of sexually harassing conduct or behavior and to provide uniform guidance and procedures on this subject.

General Procedures and Definitions: Pursuant to Education Code 212.5, unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment or status for promotion.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee.
3. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
4. Submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities.

Examples: Other examples of sexual harassment, whether committed by a supervisor or any other employee is:

1. Unwelcome leering, sexual flirtations or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or overly personal conversation.
4. Sexual jokes, stories, drawings, pictures or gestures.
5. Spreading sexual rumors.
6. Touching an individual's body or clothes in a sexual manner.
7. Cornering or blocking of normal movements.
8. Displaying sexually suggestive objects in the educational or work environment.
9. Any act of retaliation against an individual who reports a violation of the RCOE's sexual harassment policy or who participates in the investigation of a sexual harassment claim.

The site administrator has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes discussing the RCOE's harassment policy with his/her students and/or employees and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of sexual harassment.

Complaint Procedures: Employees at RCOE are encouraged to avail themselves of our internal complaint procedure if they are confronted with sexual harassment or any prohibited form of harassment. Such internal complaints are investigated promptly, confidentially and corrective action is taken where allegations are verified.

Any employee or applicant for employment who feels that he/she or another individual in the RCOE is being sexually harassed is encouraged to immediately contact his/her supervisor, principal, other RCOE administrator or the Superintendent or designee in order to obtain procedures for reporting a complaint. Complaints of harassment are filed in accordance with AR4031, "Complaints Concerning Discrimination in Employment." Any supervisor who receives a harassment complaint notifies the Superintendent or designee, who ensures that the complaint is appropriately investigated.

All employees receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing or a copy of the RCOE's information sheets that contain, at minimum, components on:

a. The illegality of sexual harassment.
b. The definition of sexual harassment under applicable state/federal law.

c. A description of sexual harassment, with examples.

d. The RCOE's complaint process available to the employee.

e. Directions on how to contact the Fair Employment and Housing Department and Commission (Government Code 12950).

In addition, RCOE educates its personnel on sexual harassment guidelines at the beginning of each school year. New RCOE employees must sign that they have received a copy of sexual harassment descriptions, guidelines, policies, and procedures for filing a claim. Policy updates are disseminated to the staff throughout the year. If further information, interpretation or advice is needed regarding sexual harassment, the Assistant Superintendent or Director of Human Resources for the Riverside County Office of Education can be contacted.

Prohibiting Sex-Based Discrimination: Title IX Notifications

Pupil and Public Rights Under Title IX of the Education Amendments of 1972 ("Title IX") is a federal law prohibiting sex-based discrimination in all educational programs and activities, including athletic programs. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity operated by RCOE.
Title IX protects all participants in RCOE's educational programs and activities, including students, parents, employees, and job applicants. RCOE does not discriminate on the basis of sex. Discrimination on the basis of sex can include sexual harassment and sexual violence.

In addition to Title IX, the California Education Code prohibits discrimination on the basis of sex in schools (California Education Code §§ 220-221.1). Other state and federal laws also prohibit discrimination and ensure equality in education. Please refer to an overview of all RCOE's nondiscrimination policies and the following specific policies and procedures regarding sexual harassment:

- Non-Discrimination in Employment – Board Policy 4030
- Non-Discrimination in Employment – Administration Regulation 4030
- Non-Discrimination in Programs and Activities – Board Policy 0410
- Sexual Harassment Employees – Administrative Regulation 4119.11.01/4129.01/4319.01
- Title IX Sexual Harassment Complaint Procedures - Administrative Regulation 4119.12
- Non-Discrimination Harassment (Students) – Board Policy 5145.3
- Non-Discrimination Harassment (Students) – Administrative Regulation 5145.3
- Sexual Harassment (Students) - Board Policy 5145.7
- Sexual Harassment (Students) – Administrative Regulation 5145.7
- Uniform Complaint Procedures – Board Policy 1312.3
- Uniform Complaint Procedures – Administrative Regulation 1312.3
- Uniform Complaint Procedures – Administrative Regulation Exhibit 1312.3-E(1)
- Uniform Complaint Notice – Administrative Regulation Exhibit 1312.3-E(2)
    - Uniform Complaint Form – Administrative Regulation Exhibit 1312.3-E(3)

Information provided here applies to every RCOE school site and all RCOE programs and activities.

<u>Pupil and Public Rights Under Title IX</u>

- You have the right to fair and equitable treatment, and you shall not be discriminated against based on your sex, pregnancy, or related condition.
- You have the right to be provided with an equitable opportunity to participate in all academic and extracurricular activities, including athletics.

- You have the right to have access to a sex/gender equity coordinator, referred to as the Title IX Coordinator (find contact information below), to answer questions regarding sex/gender equity laws.
- You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on sex/gender equity laws.
- You have the right to file a confidential discrimination complaint with the United States Department of Education Office for Civil Rights or the California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- You have the right to pursue civil remedies if you have been discriminated against.
- If you file a discrimination complaint, you have the right to be protected against retaliation (California Education Code § 221.8).

Filing a Complaint

A complaint alleging unlawful discrimination or retaliation must be filed no later than six months from the date the discrimination or retaliation occurred or six months from when the complainant first learned of the unlawful discrimination. The Superintendent or designee may extend this timeline by up to 90 days for good cause upon written request by the complainant setting forth the reasons for the extension.

A student, parent, guardian, employee, individual, or organization may file an oral or written complaint alleging discrimination, harassment, intimidation, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, gender identity, and/or bullying on the basis of a protected characteristic under RCOE's Uniform Complaint Procedure by sending a complaint to RCOE's Title IX Coordinator.

Title IX Coordinator

RCOE's Title IX coordinator oversees compliance with Title IX requirements and promotes sex equity in RCOE programs. For any incidents or concerns related to Title IX, please immediately notify your school site principal, or you may contact the RCOE Division of Personnel Services Title IX Coordinator.

Personnel Services Title IX Coordinator

Name: Dion Clark, Executive Director Personnel Services
Email: dlclark@rcoe.us
Phone: (951) 826-6653

For additional resources and information regarding Title IX, please visit the RCOE website at the following URL: https://www.rcoe.us/departments/personnel-services/title-ix. On the website, you will find Title IX training materials and all related policies.

How RCOE Investigates Complaints

Complaints filed under RCOE's Uniform Complaint Procedure will be investigated, and a decision will be made within sixty calendar days of the RCOE's receipt unless the complainant agrees to an extension. RCOE's compliance officer or designee may conduct the investigation or choose an investigator to interview alleged victims, alleged offenders, and relevant witnesses. The compliance officer and/or investigator may choose to review available records, statements, or notes related to the complaint, including evidence or information received from the parties during the investigation. The compliance officer and/or investigator may visit reasonably accessible locations where discrimination is alleged to have occurred. As appropriate, RCOE's compliance officer periodically will inform the parties of the status of the investigation. The complainant will be notified when a decision is made. Complaints that are not filed under RCOE's Uniform Complaint Procedure will be investigated and decided pursuant to the applicable procedure.

What Happens After the Investigation

The compliance officer will prepare and send a final written decision to the complainant and respondent, if any, within sixty (60) working days of RCOE's receipt of the complaint (unless this deadline is extended by mutual agreement).

The complainant or respondent may appeal RCOE's decision to the California Department of Education within fifteen calendar days. The appeal must specify the reason for the appeal and whether RCOE's facts are incorrect and/or the law is misapplied. It must also include a copy of the original complaint to RCOE and a copy of RCOE's decision.

For complaints alleging unlawful discrimination based on state law, the complainant may pursue available civil law remedies, including seeking assistance from mediation centers or public/private interest attorneys, sixty calendar days after filing an appeal with the California Department of Education. (California Education Code § 262.3.) Note that this sixty-day moratorium does not apply to complaints seeking injunctive relief in state courts or discrimination complaints based on federal law. (California Education Code § 262.3.) Complaints may also be filed with the United States Department of Education, Office for Civil Rights, within 180 days of the alleged discrimination.

If the compliance officer finds that a complaint has merit, RCOE will take appropriate corrective action. For more information regarding Title IX and sex equity in education or RCOE employment, please contact RCOE's Title IX coordinator.

The following members of our staff are the listed contacts for any questions or complaints pertaining to non-discriminatory practice:

Equity Compliance Officer
Dr. Heather Williams
hwilliams@rcoe.us
3939 13th Street, Riverside, CA 92502
1-951-826-6673

Title IX Coordinator
Dion Clark
dlclark@rcoe.us
3939 13th Street, Riverside, CA 92502
1-951-826-6653

504/Special Education Coordinator
Randy Covacevich
rcovacevich@rcoe.us
3939 13th Street, Riverside, CA 92502
1-951-826-6591

Title I Coordinator
Brian Sousa
bsousa@rcoe.us
3939 13th Street, Riverside, CA 92502
1-951-826-6474

Title III Coordinator
Sandra Penaloza
Spenaloza@roce.us
3939 13th Street, Riverside, CA 92502
1-951-826-6464

Community School	Telephone	Location
Arlington Regional Learning Center	(951) 826-4400	6511 Arlington Avenue, Riverside, CA 92504
Betty G. Gibbel Regional Learning Center	(951) 826-4250	1251 Eagle Road, San Jacinto, CA 92583
Blythe Community School	(760) 922-0944	811 W. Chanslorway, Blythe, CA 92225
Corona Community School	(951) 817-3072	3785 Neece Street, Corona, CA 92879
David L. Long Regional Learning Center	(951) 249-8700	41350 Guava Street, Murrieta, CA 92562
Don F. Kenny Regional Learning Center	(760) 863-3065	47-336 Oasis Street, Indio, CA 92201
Palm Springs Community School	(760) 863-3075	1800 E. Vista Chino, Palm Springs, CA 92262
Val Verde Regional Learning Center	(951) 826-4300	3710 Webster Avenue, Perris, CA 92571
Court School		**Location**
Alan M. Crogan Youth Treatment and Education Center	(951) 358-4102	10000 County Farm Road, Riverside, CA 92503
Lawrence F. Smith Court School	(760) 863-7600	47-665 Oasis Street, Indio, CA 92201
Southwest Court School	(951) 600-6790	30755-C Auld Road, Murrieta, CA 92563

Riverside County Community School and Court School Bell Schedules

Regular School Day (Monday, Tuesday, Thursday, and Friday), Wednesdays are Minimum Days.

COMMUNITY SCHOOL

Bell Schedules on MONDAY, TUESDAY, THURSDAY, AND FRIDAY

Class Period	Time	Minutes
1st Period	8:30 a.m. – 9:30 a.m.	60
2nd Period	9:30 a.m. – 10:30 a.m.	60
3rd Period	10:30 a.m. –11:30 a.m.	60
4th Period	11:30 a.m. –12:30 p.m.	60
Lunch	12:30 p.m. –1:00 p.m.	Lunch
5th Period	1:00 p.m. – 2:00 p.m.	60
6th Period	2:00 p.m. – 3:00 p.m.	60
TOTAL:		360

Bell Schedules on WEDNESDAY MINIMUM DAY

Class Period	Time	Minutes
1st Period	8:30 a.m. – 9:10 a.m.	40
2nd Period	9:10 a.m. – 9:50 a.m.	40
3rd Period	9:50 a.m. – 10:30 a.m.	40
4th Period	10:30 a.m. – 11:10 a.m.	40
5th Period	11:10 a.m. – 11:50 a.m.	40
6th Period	11:50 a.m. – 12:30 p.m.	40
Lunch	12:30 p.m. – 1:00 p.m.	Lunch
TOTAL:		240

COURT SCHOOL

Bell Schedules on MONDAY, TUESDAY, THURSDAY, AND FRIDAY

Class Period	Time	Minutes
1st Period	8:30 a.m. – 9:25 a.m.	55
2nd Period	9:25 a.m. – 10:20 a.m.	55
Nutrition	10:20 a.m. –10:30 a.m.	*
3rd Period	10:30 a.m. –11:25 a.m.	55
4th Period	11:25 a.m. –12:20 p.m.	55
Lunch/ Intervention	12:20 p.m. – 1:20 p.m.	Lunch
	30 Minutes of Intervention-Before or After Lunch Depending on Probation Schedule	30
5th Period	1:20 p.m. – 2:15 p.m.	55
6th Period	2:15 p.m. – 3:10 p.m.	55
TOTAL:		360

Bell Schedules on WEDNESDAY MINIMUM DAY

Class Period	Time	Minutes
1st Period	8:30 a.m. – 9:10 a.m.	40
2nd Period	9:10 a.m. – 9:50 a.m.	40
3rd Period	9:50 a.m. – 10:30 a.m.	40
4th Period	10:30 a.m. – 11:10 a.m.	40
5th Period	11:10 a.m. – 11:50 a.m.	40
6th Period	11:50 a.m. – 12:30 p.m.	40
Lunch	12:30 p.m. – 1:00 p.m.	Lunch
TOTAL:		240

_____ acknowledge receipt of the CBK Charter Parent and Student Handbook, which includes notification of the Parent Involvement Policy.

☐ I am interested in attending Community Breakfasts or other parent events atthe school.

Topics I am interested in are:

_____

_____

_____

_____

_____

_____

_____

_____

Please let us know how we may contact you about parent involvement opportunities at your child's school.

Home Phone: ..... Cell Phone: .....

Email: .....

Student Name: .....

_____

Parent Signature Date

Arlington Regional Learning Center
6511 Arlington Avenue
Riverside, CA 92504
(951) 826-4400

Betty G. Gibbel Regional Learning Center
1251 Eagle Road
San Jacinto, CA 92543
(951) 826-4250

Blythe CBK
811 W. Chanslorway,
Blythe, CA 92225

Corona CBK
3785 Neece Street
Corona, CA 92879
(951) 817-3072

David L. Long Regional Learning Center
41350 Guava Street
Murrieta, CA 92583
(951) 296-8700

Desert Hot Springs CBK
11-711 West Drive

Desert Hot Springs, CA 92240
(760) 778-2812

Dr. Milo P. Johnson Center for Learning
671 N. Florida Avenue, Room C-4
Banning, CA 92220
(951) 826-4550

Don F. Kenny Regional Learning Center
47-336 Oasis Street, Room 41
Indio, CA 92201
(760) 863-3065

Educational Options Center CBK
6401 Lincoln Avenue
Riverside, CA 92506
(951) 276-7670

Empower Youth Hemet
930 N. State Street
Hemet, CA 92543
(951) 765-0917

Grindstaff CBK
9825 County Farm Road
Riverside, CA 92504
(951) 826-6548

Jurupa CBK
10551 Bellegrave Avenue
Jurupa Valley, CA 91752 Room G6
(951)-360-1006

Lake Elsinore Planet Youth
400 W. Graham Boulevard Lake Elsinore, CA 92530 **(951) 471-8415**

Mead Valley CBK

21580 Oakwood Street
Perris, CA 92570
(951) 657-2014

Mecca CBK
Boys and Girls Club Mecca
91391 66th Avenue
Mecca, CA 92254

Moreno Valley Regional Learning Center
13730 Perris Boulevard
Moreno Valley, CA 92553
(951) 826-4900

Perris CBK
515 E. 7th Street Perris, CA 92570
(951) 657-2014

Riverside Youth Opportunity Center
2060 University Avenue
Riverside, CA 92507
(951) 784-1026

Rubidoux Youth Opportunity Center
5656 Mission Boulevard
Riverside, CA 92509
(951) 683-9622

Val Verde Regional Learning Center
3010 Webster Avenue, Library Perris, CA 92571
(951) 826-4300

Palm Springs CBK
1800 East Vista Chino Road Palm Springs, CA 92262 **(760)-863-3091**

School of Career Education
2100 East Alessandro Boulevard Riverside, CA 92508
(951)-826-6140

For more information on Alternative Education Programs, please call:

(951) 826-6464.

www.rcoe.us

Appendix K MOUs

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Alternative Education

Staff Handbook
2025-2026
Community School
Court School
CBK Charter
Desert Edge School

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RIVERSIDE COUNTY OFFICE OF EDUCATION
VISION, MISSION STATEMENT, CORE VALUES AND PLEDGE

Vision

Riverside County Office of Education will be a collaborative organization characterized by the highest quality employees providing leadership, programs, and services to school districts, schools, and students countywide.

Mission

To ensure the success of all students through extraordinary service, support, and partnerships.

Core Values

Engage in open and honest communication

Build relationships that promote trust

Focus on the needs of students and children

Pledge

Every student in Riverside County will graduate from high school academically and socially prepared for college, the workforce, and civic responsibility.

The County Board of Education and County Superintendent of Schools expect all employees to exercise good judgment and maintain professional standards and ethical boundaries when interacting with students both on and off school property, and at either sanctioned or nonsanctioned events and activities as described in board policy 4119.21 Professional Standards.

Administrator Responsibilities

Principal

The Principal is responsible for planning, organizing, leading, and directing the educational operations, activities, and services which include Alternative Education, County Court, and other programs as assigned, operating at Regional Learning Centers or other local school sites. Principals are responsible for a wide range of management and administrative responsibilities necessary to provide instructional leadership, maintain budgetary oversight, comply with local, state and federal regulations, supervise assigned staff, establish appropriate relationships with the community and other agencies, and ensure an effective program of student education.

- Plans, directs, assigns, and supervises RCOE educational services conducted at the Regional Learning Centers or other local school sites and detention centers for the purpose of ensuring effective and efficient operations.
- Serves as an instructional leader for students, staff, and the educational program for the purpose of ensuring student success.
- Communicates with students, teachers, law enforcement, probation department, social services, parents, special education administrators, and other school officials for the purpose of discussing a variety of educational, behavioral or other school-related issues, problems or concerns.
- Selects, trains, supervises and evaluates teachers, classified, and other personnel as assigned to ensure effective and efficient operations.
- Develops long-and short-range plans, and facilitates communication between the county office, district personnel, community resources and related agencies to promote student success.
- Manages a wide variety of programs for the purpose of ensuring compliance with state, federal, and/or county regulations.
- Participates in meetings and leads workshops and Professional Learning Community (PLC) sessions for the purpose of conveying, planning and/or gathering information required to increase staff and student performance.

- Designs and provides professional development opportunities to maintain a highly qualified workforce.
- Facilitates communication between personnel, students, and/or parents for the purpose of evaluating situations, solving problems, and/or resolving conflicts.
- Oversees, reviews, and participates in the development and design of curriculum; establishes and administers curriculum priorities in accordance with state standards.
- Manages school administrative functions such as facilities and budgets to ensure compliance with RCOE procedures and protocols.
- Prepares reports and presentations for the purpose of disseminating information to stake holders.
- Represents the county office within community forums for the purpose of establishing community support and partnerships.
- Coordinates and adheres to testing policies and procedures to assure compliance with local, state and federal requirements.
- Attends Individualized Education Plan (IEP) meetings and ensure appropriate services are available and offered.
- Ensures appropriate adopted and approved instructional materials are provided to meet the needs of all students.
- Establishes open communication with parents/caregivers for the purpose of creating opportunities for parent involvement.
- Assists with the development and implementation of the LCAP.
- Develops school Master Schedule.
- Supervises student registration process.
- Implements student attendance policies and attends School Attendance Review Board meetings.
- Enforces student discipline policies and student dress code. Develops behavior interventions.
- Works with SST.
- Implements Emergency Operation Plan.
- Organizes end-of-the-year activities and graduation ceremonies.
- Coordinates and supervises maintenance of student records.
- Writes and signs staff and student accident reports.
- Works with School Site Council to develop, implement, and evaluate the SPSA.
- Monitors categorical programs and supervises CPM.
- Supervises/Coordinates/Administers all school, district and state assessments.
- Supervises ASB.
- Coordinates graduation ceremony.
- Monitors payroll/time cards, key distribution, and gradebooks.
- Disseminates staff handbook, student handbook, and Safe School Plan.
- Plans Back-to-School Night and parent conferences and attends ELAC and other parent meetings.
- Supervises class coverage/substitutes.
- Approves guest speakers in classrooms, monitors academic contests.
- Supervises/evaluates coaches and athletic programs.
- Approves administrative interns/student teachers.
- Develops WASC self-study reports.
- Supervises physical facility set-up and makes all classroom assignments.
- Maintains asset/equipment inventory.
- Approves expenditures for the general fund, categorical resources, and ASB.
- Approves conference attendance/requests and study trip requests.
- Approves work orders and instructional equipment repair.
- Performs other duties as assigned.

School Counselor Responsibilities

Provides behavioral and educational counseling to individuals and small groups of students; assists students in understanding and seeking solutions to social, emotional, or academic problems and issues; serves as a resource pertaining to student behavior management strategies, and welfare and attendance problems and concerns; and other related functions as required.

- Follows the ASCA School Counselor Standards and ASCA Ethical Standards for School Counselors.
- Understands required graduation requirements for all high schools in the local area including subject requirements based on California (Common Core) State Standards, state assessments such as exit exams or CELDT proficiency tests.
- Utilizes the student information system competently to manage student records.
- Meets with each new student to develop an independent goal plan based on individual student academic and social-emotional needs.
- Provides group or individual school orientation on an ongoing basis to assist students with successful integration into the Riverside County High Schools.
- Works with principals and teachers to develop the school Master Schedule, creates student schedules, and schedules students in classes.
- Collaborates with school and district staff on curriculum development and course offerings.
- Works with the ARTs to ensure students have complete and accurate records.
- Creates a new schedule for each student immediately upon entry into school.
- Evaluates all transcripts for proper grade level, class, subject and program placement.
- Performs final graduation check to determine that all requirements were met for diploma in accordance with Riverside County Office of Education guidelines and policies.
- Provides students with school subject course, Career Technical Education, after school courses and possible concurrent college enrollment offerings.
- Conducts presentations, invites guest speakers on college and career choices that include all possible options such as community college, technical colleges, military recruiting, four-year colleges and employment training opportunities.
- Maintains collaborative networking relationships among community-based agencies such as law enforcement, probation, counseling and social services and other agencies.
- Makes referrals to county Foster Youth Coordinator for AB 216 services.
- Refers students and parents to counseling agencies for needed social-emotional services.
- Is a member of the SARB committees and assists in keeping students attending regularly.
- Writes letters of recommendation and generates school information needed for students returning to district schools, applying to colleges, for places of employment or program recruitment.
- Develops and maintains student data for annual reports, grant applications and accreditations.
- Attends all leadership, county and school staff meetings as assigned.
- Engages in professional development that enhances the counseling profession in assisting student success.
- Evaluates and interprets standardized assessments for proper placement of students.
- Communicates with parents regarding academic and social-emotional progress of students.
- Works with teachers in behavior modification efforts for student academic success.
- Counsels students regarding health issues that may affect their academic achievement and makes referrals as appropriate.
- Collaborates with school psychologists, probation, and county social workers as needed.
- Attends IEPs and assists with implementing goals set forth by the IEP team.
- Works with 12th graders on financial aid and scholarship applications.
- Administers group-standardized tests in accordance with district testing programs. Assists with standardized testing and all assessments.
- Performs other duties as assigned.

School Psychologist Responsibilities

The School Psychologist assesses students' intellectual and functional levels; develops behavior plans; provides information on child development issues to school personnel and parents; collaborates with community agencies regarding individual student plans; provides recommendations for program development and student placement.

- Chairs meetings (e.g., Individualized Education Plan (IEP), site advisory, special county committees, etc.) for the purpose of coordinating activities and ensuring that outcomes achieve school district, county, and/or state objectives.
- Evaluates assigned personnel for the purpose of ensuring that standards are achieved and performance is maximized.
- Assesses students' functional capabilities and home and/or classroom environment for the purpose of determining students' functional level and developing recommendations and/or placement.
- Communicates with students and/or parents, teachers, and/or other personnel for the purpose of evaluating situations, solving problems, and/or resolving conflicts.
- Consults with teachers, parents, other personnel, and/or outside professionals for the purpose of providing requested information, developing plans for services, and/or making recommendations.
- Coordinates with community agencies including medical, judicial, social service, and mental health services for the purpose of determining appropriate treatments, etc. to meet the needs of specific students.
- Counsels students, parents, and guardians for the purpose of enhancing student success in school.
- Facilitates meetings, processes, etc. for the purpose of meeting curriculum guidelines and/or ensuring that state mandates are achieved.
- Implements school wide program development and program evaluation (e.g., crisis intervention services, etc.) for the purpose of ensuring effective programs to assist children who experience physical, mental, social, or emotional difficulties.
- Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior and developing successful interpersonal skills.
- Participates in meetings, workshops, and seminars as assigned for the purpose of conveying and/or gathering information required to perform functions.
- Prepares a wide variety of written materials (e.g., quality reports, student activities, correspondence, internal audits, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Presents information (e.g., budget overviews, accounting processes, distribution formulas, etc.) for the purpose of communicating information, gaining feedback, and ensuring adherence to established internal controls.
- Researches resources and methods (e.g., intervention and treatment techniques, assessment tools and methods, community resources, etc.) for the purpose of determining the appropriate approach for addressing students' functional goals.
- Assists other personnel for the purpose of supporting them in the completion of their work activities.
- Performs other duties as assigned.

Behavior Health Therapist

The job of Behavioral Health Therapist (LMFT/LPCC/LCSW) is done for the purpose(s) of providing therapeutic behavioral and mental health services to students and families, conducting individual and group counseling for students, administering screeners, managing crisis intervention and response, linking to community resources, and providing consultation to school staff to support the behavioral health goals of the student, school, and district.

- Facilitates individual counseling, group counseling, and family counseling to meet student needs on topics such anxiety, depression, anger management, substance use, self-harm, and coping skills
- Coordinates and conducts classroom presentations, staff trainings, and parent workshops on topics related to behavioral and mental health and social emotional learning
- Provides in person and telehealth services to students, families, and staff

- Utilizes intervention techniques during student crisis to de-escalate situations
- Conducts Risk Assessments and implements necessary interventions to support student safety
- Participates as a member of the Behavioral Health Crisis Response Team
- Administers, scores, interprets, and provides interventions for the Whole Person Health Score, Panorama, and/or other designated universal screenings
- Collaborates with school staff, school districts, probation, and other community partners to collaborate and connect students and families to linkages and resources based on their needs
- Provides community service opportunities and resources
- Supports student transitions into new educational environments
- Prepares reports and correspondence and maintains a variety of documentation, such as clinical notes, Aeries interventions, rehabilitation plans, behavior/ emotional progress, referrals, releases of information, and other data as required
- Provides consultation services to school staff and parents
- Establishes and maintains effective working relationships with staff, students, parents, school districts, and community partners
- Maintain confidentiality of sensitive and privileged information in accordance with district, state and federal mandates and other specified legal requirements or policies
- Attends and participates in a variety of internal and external meetings
- Verify fieldwork requirements and oversee AMFT, ACSW, APCC, MFTT, PCCT, and/or MSW Interns etc.
- Provide weekly individual and group clinical supervision in compliance with the BBS
- Completes paperwork to support mental health billing in a timely manner
- Performs job assignment safely for the purpose of protecting people and property
- Performs other duties as assigned.

Administrative Designee

Education Code 48911 (i) states that in the event that there is not an administrator on campus, a certificated person at the school site may be specifically designated by the principal, in writing, as a "principal designee" to assist with disciplinary procedures. The counselor or the school psychologists shall serve as the primary designee in the absence of the principal. In the event that the principal, counselor, and school psychologist are off campus, the Lead Teacher shall serve as designee. If there is no Lead Teacher available, the principal shall designate a teacher on campus as designee.

Lead Teacher Responsibilities

Under the direction and supervision of a site administrator, the lead teacher may act in the absence of the site administrator as an assistant in handling the daily routine matters for a one (1) year period with an annual determination by the division as to the continuation of incumbent based on evaluation/assessment as it relates to lead teacher functions only. This position is differentiated from the administrative positions in that they serve only in the capacity of an on-site liaison in the absence of a site administrator with the primary responsibility of teaching. Incumbents may be assigned a variety of duties and responsibilities to assist with the daily on-site operations with the site administrator directly responsible for the total program.

Assists and informs the site administrator in handling all emergencies, i.e., medical, behavioral, parental, staff, transportation, maintenance, etc.; contacts other administrators (another site administrator, director, or assistant superintendent) in situations of emergencies when the site administrator is not available; processes and submits the appropriate office time sheets, leave requests, verification requests, monthly attendance, and other related materials; disseminates appropriate informational materials to staff members; implements monthly drills, and maintains necessary file and safety logs; maintains clerical supplies and keeps inventory; secures site daily and maintains an operating security system; handles and reports student transportation problems and concerns; informs site administrator of special school district events which impact county operated programs; acts as liaison between on-site staff and site administrator and local school district staff; and provides other assigned duties and responsibilities mutually agreed upon in writing related to site location and/or program needs.

Attends all PLC activities and SILK days. Facilitate communication among teachers. Disseminates trends, new approaches, and research findings. Familiarizes new teachers and substitutes with the school program and procedures. Maintains a high level of morale among team members.

Technology Teacher Leader Responsibilities
The Technology Teacher Leader provides instructional coaching and in-class support for technology integration. The Technology Teacher Leader will support teachers in developing instructional strategies to develop student proficiency in the responsible use of technology and an understanding of ethics and safety. The Technology Teacher Leader will support teachers in developing student skills in the use of computers and applications for research, critical thinking, problem solving, decision making, communication, collaboration, creativity and innovation.

Classified Staff Responsibilities

Office School Secretary Responsibilities
Provides secretarial duties to support assigned administrative personnel; communicating information to staff, students, the public, and other districts; ensuring compliance with financial, legal and administrative requirements; and providing information and/or direction as may be requested.

- Assists other personnel for the purpose of supporting them in the completion of their work activities.
- Attends meetings as assigned for the purpose of conveying and/or gathering information required to perform functions.
- Coordinates at the direction of the assigned administrator/manager a variety of programs and activities (e.g., meetings, in-service day activities, workshops, ceremonies, luncheons, field trips, etc.) for the purpose of delivering services in conformance to established guidelines.
- Evaluates situations (e.g., involving other staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution.
- Maintains inventories of supplies and materials for the purpose of ensuring items availability.
- Monitors assigned program activities and/or program components for the purpose of coordinating activities and ensuring compliance with established financial, legal and/or administrative requirements.
- Performs record keeping (confidential and non-confidential) and general and program specific clerical functions (e.g., scheduling, copying, filing, spread sheet preparation, faxing, etc.) for the purpose of supporting assigned administrator and/or site with necessary materials.
- Prepares written materials (e.g., reports, memos, letters, spreadsheets, attendance, mailings, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- Processes documents and materials for the purpose of disseminating information to appropriate parties.
- Researches a variety of topics (e.g., current practices, policies, education codes, etc.) for the purpose of providing information for addressing a variety of administrative requirements.
- Responds to inquiries from a variety of internal and external parties (e.g., staff, parents, students, public agencies, general public, etc.) for the purpose of providing information, facilitating communication among parties and/or providing direction.
- Supports assigned administrative personnel (e.g., answering telephones, scheduling meetings, making travel arrangements, etc.) for the purpose of providing assistance with administrative functions.

Office/School Clerk Responsibilities
Provides general clerical support to assigned area; communicating general information to staff and the public; processing information in compliance with financial, legal and administrative requirements; and assisting other office personnel.

- Assists other personnel for the purpose of supporting them in the completion of their work activities.
- Assists with processing of documents, forms, mailings and materials (e.g., attendance, enrollments, filing, packet preparation, etc.) for the purpose of disseminating information to appropriate parties.
- Distributes mail, supplies, messages, etc. for the purpose of disseminating materials to appropriate parties.

- Performs record keeping and clerical functions (e.g., copying, faxing, filing, word processing, etc.) for the purpose of supporting assigned administrator and/or other staff or site personnel.
- Prepares written materials (e.g., reports, memos, letters, work orders, etc.) for the purpose of conveying information regarding office/school and/or program activities and procedures.
- Refers the general public, staff, students, parents and others as appropriate for the purpose of obtaining more information regarding services, programs and/or training, etc.
- Supports assigned administrative personnel (e.g., performs other duties as assigned) for the purpose of providing assistance with their administrative functions.

Attendance Registration Technician Responsibilities

Ensures accurate attendance accounting within programs operated by the Riverside County Office of Education; providing general clerical support, information and/or direction as may be assigned; resolving attendance related issues; ensuring compliance with state reporting and documenting requirements; and conveying attendance related information to appropriate parties.

- Communicates with program staff, employees, etc., for the purpose of resolving problems and coordinating activities and processes.
- Compiles student records (e.g., birth certificates, transfers, transcripts, and immunization, etc.) for the purpose of meeting state, federal and/or district requirements.
- Ensures accuracy of attendance records (e.g., verification of forgeries, truancies, etc.) for the purpose of complying with state laws governing attendance accounting.
- Maintains documents, files and records (manual and computerized) for the purpose of providing up-to-date reference and audit trail for compliance.
- Participates in in-service training to district office and school site staff for the purpose of ensuring accurate attendance accounting within the district.
- Monitors assigned district activities and/or program components (e.g., attendance submission timelines, reporting timelines) for the purpose of coordinating activities and ensuring compliance with established financial, legal and/or administrative requirements.
- Operates automated student attendance system and other software as needed for the purpose of accurate tracking and documentation of student attendance information.
- Prepares written materials (e.g., reports, memos, letters, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- Processes documents and materials for the purpose of disseminating information to appropriate parties.
- Researches discrepancies of attendance information and/or documentation (e.g., purchase orders, invoices, etc.) for the purpose of ensuring accuracy and adherence to procedures prior to processing for action.
- Responds to inquiries of staff for the purpose of providing information and/or direction.
- Meets with students and parents/guardians for the purpose of student registration.
- Performs accurate record keeping duties related to the admission of students and the maintenance of permanent school records (requesting vital documents from other districts).
- Schedules enrollment appointments (site specific). Keeps an updated Request of Records log.
- Provides information contained in permanent student records according to established procedures to fulfill records request.
- Maintains/updates student information in Aeries.
- Acts as a liaison when called on by out of district personnel or point of contact.
- Keeps compliant with OCR regulations.
- Refers students to school counselor, community dropout prevention specialists, social work interns or any other appropriate staff as needed.
- Maintains transcript clean-up/entry of active and inactive students for the past three-years.
- Assists school counselor with student schedules, transcripts, reports as needed.
- Assists with transcript/student data archiving projects.
- Inputs outside transcripts as needed.

- Inputs additional Special Education Information into new Aeries fields.
- Follows up on district referrals and calls to make sure students and parents schedule appointments within 3-days.
- Completes the "drops" on students in Aeries.
- Assists with coverage at additional sites, including juvenile halls. Travels to other sites to cover in times of high volume registration.
- Completes group registrations as needed.
- Creates CBK orientations/independent studies registration packets.
- Maintains PSR transfer log.
- Scans copy of teacher file and e-mail teacher and principal at off sites that a student was registered and original files are ready for pick up.
- Assists Lead Attendance System Operator in researching and obtaining referrals questioned on district billing report.
- Verifies all students enrolled and enrolling at RCOE sites have received the Pertussis Whooping Cough Booster immunization and fill out verification sticker.
- Performs other duties as assigned.

Community and Dropout Prevention Specialist Responsibilities

Facilitates the return of frequently truant students and the reentry of students who have dropped out of the educational system; providing information and/or referrals to community resources; and performs other job related duties as assigned for at-risk youth to insure successful high school completion and transition.

- Assists with situations that affect students for the purpose of facilitating student attendance.
- Collaborates with guidance counselors, group homes, foster care, probation, Department of Social Services, and other direct service providers for the purpose of connecting targeted students with prevention services and assisting them with transition services.
- Collaborates with guidance counselors, community resource programs, social workers, etc., for the purpose of enhancing communication regarding resources to targeted students and parents.
- Communicates with parents and students for the purpose of conveying information regarding the array of services available to facilitate the reentry of students into the educational system.
- Monitors the progress of participating students for the purpose of ensuring the availability of continued support after reentry.
- Participates in staff meetings and in school activities for the purpose of enhancing program participation and building the resource base for student/parent participants.
- Coordinates the collection of information and preparation of required documents for use in School Attendance Review Team (SART) hearings.
- Researches targeted students and makes personal contact (i.e., home visits, phone, electronic, etc.) with their parents/guardians for the purpose of arranging meetings, determining reasons for dropping out of the educational system and/or removing barriers to reentry.
- Transports students who are truant to designated school of attendance during truancy sweeps in collaboration with law enforcement officers.
- Attends workshops to maintain current with state and federal policies regarding student attendance.
- Confers with teachers, parents and/or appropriate community agency personnel for the purpose of assisting in evaluation of students' progress and/or implementing students' Individual Learning Plan (ILP).
- Participates in various meetings (e.g., with community based agencies and school officials) for the purpose of receiving and/or providing information.
- Acts as a liaison between Alternative Education programs and various agencies (school districts, community colleges, social services, probation) for the purpose of assisting with recruitment, referral, registration, connections with student services entities and follow-up.
- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.

- Maintains records (i.e., individual case notes, files, contact log, database, etc.) of students served for the purpose of keeping accurate records and documenting program operations.
- Facilitates site CBK monthly orientation (sign-in sheets, surveys, presentation, etc.).
- Tracks student expulsion order (assist students/families with requirements).
- Tracks behavioral/suspension referrals.
- Tracks attendance data weekly (including review of site tardy logs).
- Communicates with parents/students/probation/YAT to improve attendance and on-time arrival.
- Tracks contacts with parents and students.
- Conducts truancy sweeps and home visits with school resource officer/campus security.
- Plans attendance incentive program.
- Informs ARTS of student drops.
- Keeps Community Room schedule and coordinate supervision before/after school.
- Coordinates SART meetings.
- Communicates with CWA regarding habitual truants and exited students.

Instructional Assistant Responsibilities

Provides intensive intervention support services, providing academic remediation lessons/activities, maintaining a safe classroom environment with at-risk students, documenting and/or providing academic/behavioral assessment data that may be used in a court of law, ensuring compliance with drug/alcohol programs, assisting with weapon/drug searches, and processing new students in accordance with Alternative Education requirements.

- Provides one-on-one tutoring and/or group intensive intervention services for eligible students.
- Works with students individually and in small groups, assisting with specific learning tasks.
- Assists teachers with assessments for students.
- Assists with classroom management.
- Calls/Contacts parents for the purpose of modifying behaviors and/or improving attendance.
- Provides student support as directed by teachers to facilitate instructional intervention.
- Processes new students for the purpose of enrolling and orienting them to their new environment in accordance with Alternative Education requirements.
- Responds to inquiries for the purpose of providing information and/or direction as may be required and may be required to testify in court in response to a court order.
- Conducts home visits for the purpose of obtaining and/or delivering documents, reports and other information to ensure proper attendance.
- Monitors activities for the purpose of ensuring compliance with drug and alcohol programs, court orders, probation parameters and expulsion rules.
- Assists in food service (e.g., receive, set-up/serve meals and snacks) for the purpose of meeting the nutritional needs of children.
- Assists students by interpreting classroom assignments.
- Applies behavior modification techniques.

Campus Security Supervisor Responsibilities

Patrols assigned school campuses within a geographical area in order to maintain order and security; protects students, personnel, equipment and property by performing inspections on foot, in a vehicle or on a bicycle for unsafe conditions, illegal acts and security situations on and around district properties.

- Responds to, investigates, evaluates and controls various security situations; assures student compliance with school policies and regulations; reports presence of unauthorized persons on grounds or facilities.
- Under supervision by an SRO or administrator, performs visual, backpack, and locker searches for alcohol, weapons, drugs and drug paraphernalia and reports to appropriate authorities according to established procedures.
- Responds to classroom calls of disturbance, behavior problems or related situations; escorts students to office for disciplinary action as necessary; prepares incident reports.

- Responds to emergency situations; prevents or controls physical altercations; detains students and suspects in accordance with established procedures; administers first aid as needed; assists injured or ill persons.
- Facilitates communications between students and school officials, staff and law enforcement in order to enhance understanding and promote a secure environment.
- Maintains alertness for problems likely to disrupt the educational process or to be injurious to persons or property; corrects or reports conditions hazardous to the health and safety of students, the public, and the staff; remains alert to the possibility of gang member presence.
- Operates a two-way radio in order to communicate with school office and other security personnel.
- Assists with home visitations relating to truancy and other student issues to ensure proper attendance.
- Works with the principal to maintain a safe and orderly campus climate.
- Supervises students at all times before school, during school, and after school.
- Assists in the planning, organizing, and conducting of lunchtime activities.
- Assists teachers with disruptive students in the classroom.
- Assigns discipline referrals to students who do not follow the rules.
- Completes other duties as assigned by the principal related to school safety.

Food Service Worker

Prepares and serves food items to students and/or school personnel, as well as maintaining food service facilities in a safe and sanitary condition.

- Arranges food and beverage items for the purpose of serving them to students and staff in an efficient manner.
- Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.
- Cleans utensils, equipment, and storage, food preparation and serving areas for the purpose of maintaining required sanitary conditions.
- Estimates food preparation amounts for the purpose of meeting projected meal requirements and minimizing waste.
- Inspects food items and/or supplies for the purpose of verifying quantity and specifications of orders and/or complying with mandated health standards.
- Inventories food items, condiments and supplies for the purpose of ensuring availability of items.
- Monitors kitchen and cafeteria areas for the purpose of ensuring a safe and sanitary working environment.
- Prepares documentation for the purpose of providing written support and/or conveying information.
- Prepares food and beverage items for the purpose of meeting mandated nutritional and projected meal requirements.
- Reconciles transactions for the purpose of balancing accounts and adhering to accounting practices.
- Responds to inquiries of students, staff and the public for the purpose of providing information and/or direction regarding the type and/or cost of meals.
- Serves one or more items of food for the purpose of meeting mandated nutritional requirements and/or requests of students and school personnel.
- Stocks food, condiments and supplies for the purpose of maintaining adequate quantities and security of items.
- Collects payments for food items from students and staff (e.g., cash, meal tickets, etc.) for the purpose of securing funds for reimbursement of costs.
- Performs catering functions such as transporting food to a specified area, set-up and post event clean up for the purpose of assisting with catering requests.

Employee Attendance Procedures
All staff members are required to call the RCOE attendance reporting system for all absences.

Employee Dress Code (Board Policy 4119.22)
Employees shall report to work dressed in a manner that is appropriate and consistent with their job assignment. No clothing shall be worn which:

- Creates a safety hazard;
- Is excessively revealing or provocative;
- Displays any word, pictures, slogans, or designs which would be considered, by reasonable standards, to be vulgar, profane, or otherwise inappropriate for the workplace.

Employees in an office setting shall not, except with prior approval of management, wear blude jeans, shorts or sweatsuits to work.

Electronic ID Badges and Keys
All keys/electronic ID badges used at RCOE facilities shall be the responsibility of the principal, department head or designee. Keys/Electronic ID badges shall be issued only to those employees who regularly need a key in order to carry out normal activities of their position. A log of keys/electronic ID badges issued will be kept at each site. The person issued a key shall be responsible for its safekeeping. If a key is lost, the person responsible shall report the loss to the principal or designee immediately and shall pay for a replacement key. Keys/Electronic ID badges shall be used only by authorized employees and shall never be loaned to students. The master key shall not be loaned and the duplication of school keys is prohibited. All keys/electronic ID badges must be returned to the principal, department head or designee upon resignation or termination of employment.
Substitutes are to acquire their necessary keys from the office/school secretary on a daily basis. The sub is required to pick up the key upon arrival and return prior to departure. The office/school secretary at each site should have a lockable key box that is provided so a room key for each room can be retained.

Employee Use of Technology
Employees are authorized to use the Riverside County Office of Education's information technology resources in accordance with user obligations and responsibilities specified in Administrative Regulation 4040. Information technology resources include desktop and laptop computers, software, printers, copiers, E-mail and voice-mail systems, data processing systems, databases, Internet, Intranet, computer network, and related peripheral devices (RCOE Administrative Regulation 4040).

Teacher Responsibilities

Provides general education (core academic subjects) and special education instructional services for court/community school students (special education and regular education). Ensures compliance with special education regulations, probation regulations, court orders, etc., and processes new students in accordance with court/probation requirements. This position may provide lead support to instructional aides and is under the general supervision of the site principal for day to day operations and a special education administrator for guidance regarding IDEA regulations/compliance.

- Prepares daily lesson plans which are consistent with the California state standards and the California Standards for the Teaching Profession.
- Implements instructional strategies to meet the needs of the students.
- Maintains an organized classroom environment.
- Measures student learning using multiple assessment methods.
- Makes every effort to know his/her pupils and carefully evaluate and report their growth and progress.
- Attends IEP meetings.
- Regards personal information concerning the pupil or the pupil's family as confidential and utilize such information only as an aid in helping the pupil to attain appropriate educational goals.
- Makes every effort to maintain effective communication with the parents of his/her pupils and be available at reasonable times when parents wish to talk with his/her teacher.
- Promotes and maintains appropriate student behavior within the classroom and all other school- related contacts. Supervision will be provided by the teacher for the education, safety, and control of pupils.
- Assists pupils who have problems which interfere with their learning and seek the assistance of other personnel of the school system in helping such pupils.
- Supports parent-teacher activities of his/her school.
- Participates in staff development (PLCs, site meetings, SILK).
- Completes all necessary records (attendance records, gradebook records, progress reports, report cards).
- Instructs general education and special education students in special areas as assigned.
- Develops course and IEP goals/objectives and methods designed to meet individual student's instructional needs.
- Counsels students in dealing with a variety of issues for the purpose of improving school performance.
- Administers educational assessment instruments for program purposes.
- Maintains student files, records, etc., for the purpose of documenting activities and/or providing reliable information.
- Monitors activities for the purpose of ensuring compliance with drug and alcohol programs, court orders, probation parameters, and expulsion rules.
- Processes documents and materials for the purpose of disseminating information that may be used in a court of law.
- Processes new students for the purpose of enrolling and orienting them to programs in accordance with court probation requirements.
- Responds to inquiries for the purpose of solving problems, providing information and/or referral.
- Supervises the classroom for the purpose of maintaining order with at-risk students prone to unacceptable behaviors.
- Maintains effective relationships with probation department employees.

Teacher Credentials

Teachers are responsible of keeping all professional credentials updated with the Personnel Service Division.

Instruction

Academic Expectations

Students are expected to demonstrate academic progress by increasing scores on district and state assessments and making progress towards their graduation requirements. Students are expected to earn 30 credits each semester.

Access to Internet and Online Sites

One of the goals of RCOE is to assist in advancing the use of technology to enhance student learning. Access to RCOE technology is a privilege, not a right, and students enrolled in district programs or activities must follow guidelines and procedures regarding acceptable use of technology. All RCOE students and their parents/guardians shall sign the Acceptable Use of Technology Agreement prior to using district technological resources. RCOE shall make a diligent effort to filter the inappropriate or harmful matter accessible through the Internet, and students shall also take responsibility not to initiate access to inappropriate or harmful matter while using technology. Violation of this policy may result in disciplinary action and the loss of the privilege to use the technology and/or civil or criminal liability.

Attendance Procedures

Attendance is to be recorded at the beginning of the day. Attendance for each period, including tardiness, is to be recorded in each teacher's attendance book. If a student has not been marked absent in error or a student has been marked absent in error, the teacher must make the correction in the office. If a student is not in your class and not on the absence list, send an Absence Period form to the office at the beginning of the period. All teachers must maintain accurate records of student attendance. All attendance records must be turned in at the end of the year.

The parents/guardians of the student must notify the school attendance staff and/or the teacher in advance of scheduled absences. Student make-up work may be arranged at this time. All absences must be cleared through the school office or the student's teacher. Excused absences include absences for the following reasons:

(1) Due to the pupil's illness.
(2) Due to quarantine under the direction of a county or city health officer.
(3) For the purpose of having medical, dental, optometric, or chiropractic services rendered.
(4) For the purpose of attending the funeral services of a member of the pupil's immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California.
(5) For the purpose of jury duty in the manner provided for by law.
(6) Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
(7) 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 the pupil's religion, attendance at religious retreats, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.
(8) For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.
(9) For the purpose of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in 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 superintendent of the school district.
(10) For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.
(11) Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.

(b) A pupil absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefor. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.
(c) For purposes of this section, attendance at religious retreats shall not exceed four hours per semester.
(d) Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.
(e) "Immediate family," as used in this section, means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

Absence for Confidential Medical Service - EC § 46010.1
The law permits schools to excuse pupils in grades 7 to 12 for the purpose of obtaining confidential medical services without consent of parent or guardian.

Absence for Religious Instruction - EC § 46014
Pupils with parent consent are allowed to be excused to participate in religious exercises/instruction.

Pregnant and Parenting Pupils – EC §§ 221.51, 222.5, 46015, 48205, and 48980
The Riverside County Superintendent of Schools will treat both the pregnant teen mother and the teen father with the same accommodations, regardless of sex. The teen parents may not be excluded from any class or extracurricular activities, solely on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy, or post-partum recovery.

Parents/Guardians and students are strongly encouraged to schedule appointments during non-school hours. Any absence of three or more consecutive days requires documentation from a physician. Absences not cleared by a parent/guardian with a valid reason are unexcused. Clearing an absence requires parents/guardians to write a note or call the attendance clerk at the school office. Attendance notes must include the date of the absence, the reason for the absence, and the parent/guardian signature. Students may not excuse their own absences.

Attendance Letters/SARB Process
Unexcused absences/truancies will result in a parent-teacher conference, a conference with the School Attendance Review Team (SART), or a meeting with the School Attendance Review Board (SARB). Truancy letters are sent to parents for absences or tardiness of 30 minutes or more without a valid excuse. A combination of unexcused absences and tardiness will also result in the issuance of truancy letters. The first letter will generate after three unexcused absences/tardiness. A second letter will generate after six unexcused absences/tardiness. A SART conference will be scheduled after the second letter is generated. A third letter will generate after nine unexcused absences/tardiness. After nine or more unexcused absences, the truancies are considered habitual, and the SARB meeting process begins.

Classroom Instructional Minutes
The Community School operates daily classroom-based instruction for students in grades 7-12 for a minimum of 360 minutes per day on Mondays, Tuesdays, Thursdays, and Fridays and 240 minutes on Wednesdays. The Court School operates daily classroom-based instruction for students for a minimum of 330-minutes per day on Mondays, Tuesdays, Thursdays, and Fridays and 220 minutes on Wednesdays.

Classroom Activities and Study Trips/Experiential Learning
Teachers must submit a request to the principal prior to the study trip/experiential learning activity. Teachers shall follow the Riverside County Office of Education Wellness Policy when providing food and drink to students.

In advance of a study trip, teachers shall determine educational objectives which relate directly to the standards. Teachers shall also provide appropriate instruction before and after the trip. The teacher will be responsible for scheduling the bus, obtaining parent permission forms from each student (Education Code §35350), and arranging for chaperones. Teachers must bring the school's first aid kit (Education Code §32040, §32041) on the study trip. Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit must contain medically accepted snakebite remedies (Education Code

§32043) and the teacher must have first aid/CPR training certified by the American Red Cross (Education Code §32043). The teacher shall provide an alternative assignment for students whose parents do not wish them to participate on the trip.

Course Grades/Credit Guidelines-Classroom-Based Instruction and Independent Study

Grading

Teachers are required to maintain a gradebook that documents assignments, tests, and projects that students are expected to complete in order to earn course credit. Teachers submit their gradebook to the principal at the end of school year check out. Teachers are responsible for submitting grades/credits on a quarterly basis. Grades for achievement shall be reported each marking period as follows: 'A' grade (90-100% outstanding achievement for 4.0 grade points), 'B' grade (80-89%-above average achievement for 3.0 grade points), 'C' grade (70-79%-average achievement for 2.0 grade points), 'D' grade (60-69%-below average achievement for 1.0 grade points), 'F' grade (50-59%-a 50% will be the lowest available score). Grade points are used to determine grade point average.

Grades should be based on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and objectives as demonstrated through classroom participation, homework, tests, and portfolios. The student's behavior and effort shall be reflected in separate evaluations, not in his/her academic grade (Board Policy 5121).

Letter grades are to be assigned to all classes. Permanent grades are recorded at the end of each semester. Progress reports are issued at the nine-week marks each semester. The classroom teacher shall determine the grade given to each student in the class. In the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence, the grade shall be final. The determination as to whether mistake, fraud, bad faith, or incompetence exists in relation to an achievement grade shall be made by the site/district administration and the governing board of the school district (Education Code §49066).

A "No Mark" (NM) may be given if a student has been entered in a class/school for less than ten (10) school days. An "Incomplete" (I) may be assigned when a student has been absent during the latter part of a grading period and has made prior arrangements with the teacher to make up the work. Incomplete is given only if the student was passing the class when present. All work completed to remove the "Incomplete" must be done within ten (10) days after the end of the grading period or the grade will be changed to an "F" for the course.

Deficiency/Progress Reports

The California Education Code (§49067) requires that a teacher send a report to parents whenever a student is in danger of failing. Parents must be notified if their child is receiving a grade of "D" or lower or if their child's grade has dropped two or more grades from the previous grading period.

Student Fees and Grading

Students shall not be charged fees or deposits for required instructional activities that are graded (California Code of Regulations, Title 5, Article 3, Section 350). Fees may be charged to students for fabricated items that are not required for a grade in the class and that are to be taken home by the student, however, the fees may not exceed cost (Education Code §17551). Students may purchase gym clothing for physical education classes from sources other than the school. No student shall be prevented from participating in a school activity or study trip due to a lack of sufficient funds (Education Code §35331).

Awarding Credits

The maximum number of credits that students may earn in a semester is 30 during the regular six-period school day. Exceptions are as follows:

- Students may earn credit in courses outside the regular school day in online credit recovery, independent study (with Master Agreement, Weekly Assignment Logs, and Daily Engagement Logs), physical education with documentation, Work Experience, CTE courses, Dual Enrollment or Concurrent Enrollment in college classes.
- Teachers/Principals must have prior written approval from the central office administrators for students who request to earn more than 30 credits in a semester, not to exceed 45 credits in a semester, for any courses not listed above.

Process for awarding credits each semester:

- Courses are based on 5 credits per semester. Semester credits (5 credits per course) will not be awarded before the end of the semester. A form is required for requesting an additional course which would exceed the 30 credit limit per semester. ***One form is required for each course requested over the 30 credit limit.***
- Courses completed outside of the 360-minute school day (online credit recovery, independent study (with Master Agreement, Weekly Assignment Logs, and Daily Engagement Logs), physical education with documentation, Work Experience, CTE courses, Dual Enrollment or Concurrent Enrollment in college classes) will not require a form.
- The Alternative Education Course Credit Approval Rationale for Exceeding 30 Credit Semester Limit is located on page 41 of this handbook.
- The Court School Student Schedule/Process for Awarding Credits Each Semester is located on page 42 of this handbook.

Course Credit Summary - Credit Requirements

Criteria	Definition
Time in this Course, which may be less based on mastery of content/skill*	Student attended 1,080 instructional minutes or 18 hours of learning time per credit.
Content/Skills Standards Completed	Student completed required content/standards for each unit of study per credit identified in the course description/unit of study.
Assessments	Student demonstrated proficiency on the tests and assessments at a minimum of 60% (D Grade) or higher for each credit.

***Time:** The total of 360 minutes of instructional time per day for 90 days of instruction per semester equals 32,400 instructional minutes per semester and 64,800 per year (required instructional minutes for high school by Education Code). One class of 60 minutes per day for 90 days of instruction per semester equals 5,400 instructional minutes per semester and 10,800 instructional minutes per year. Independent study time may vary.

Partial credits (less than 5 credits) may be awarded due to length of time in course and/or concepts/content/standards completed (Schools have a legal obligation pursuant to Education Code Sections 49069.5 and 51225.2 to calculate, issue, and accept partial credits, even if their school district boards have not yet adopted a partial credit policy).

AB 167/216: Foster Youth in grade 11 or 12 who transfer into the district from another school district or transfer between high schools within the district shall be exempted from all coursework and other graduation requirements adopted by the Board that are in addition to the statewide coursework requirements specified in Education Code 51225.3, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school while he/she remains in foster care. This requires prior approval on the *Course of Study Evaluation for Foster Youth*.

AB 2276 sets criteria to evaluate the status/credits of detained minors in the halls. According to Education Code §48645.5. (a) Each public school district and county office of education shall accept for credit full or partial coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, or nonpublic, nonsectarian school or agency. The coursework shall be transferred by means of the standard state transcript. If a pupil completes the graduation requirements of his or her school district of residence while being detained, the school district of residence shall issue to the pupil a diploma from the school the pupil last attended before detention or, in the alternative, the county superintendent of schools may issue the diploma.

Education Code §49069.5 requires (b) The proper and timely transfer between schools of pupils in foster care is the responsibility of both the local educational agency, including the county office of education for pupils in foster care who are enrolled in juvenile court schools, and the county placing agency, which includes the county probation department.

(c) As soon as the county placing agency or county office of education becomes aware of the need to transfer a pupil in foster care out of his or her current school, the county placing agency or county office of education shall contact the appropriate person at the local educational agency of the pupil. The county placing agency shall notify the local educational agency of the date that the pupil will be leaving the school and request that the pupil be transferred out.

(d) Upon receiving a transfer request from a county placing agency or notification of enrollment from the new local educational agency, the local educational agency receiving the transfer request or notification shall, within two business days, transfer the pupil out of school and deliver the educational information and records of the pupil to the next educational placement.

(e) As part of the transfer process described under subdivisions (c) and (d), the local educational agency shall compile the complete educational record of the pupil, including 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 pupil's plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or individualized education program adopted pursuant to the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

(f) The local educational agency shall assign the duties listed in this section to a person competent to handle the transfer procedure and who is aware of the specific educational recordkeeping needs of homeless, foster, and other transient children who transfer between schools.

(g) The local educational agency shall ensure that, if the pupil in foster care is absent from school due to a decision to change the placement of a pupil made by a court or placing agency, the grades and credits of the pupil will be calculated as of the date the pupil left school and no lowering of grades will occur as a result of the absence of the pupil under these circumstances.

(h) The local educational agency shall ensure that, if the pupil in foster care is absent from school due to a verified court appearance or related court ordered activity, no lowering of his or her grades will occur as a result of the absence of the pupil under these circumstances.

Transferring Records of Students in Juvenile Halls

Education Code §48647 (a) Local educational agencies are strongly encouraged to enter into memoranda of understanding and create joint policies, systems, including data sharing systems, transition centers, and other joint structures that will allow for the immediate transfer of educational records, create uniform systems for calculating and awarding course credit, and allow for the immediate enrollment of pupils transferring from juvenile court schools. (b) As part of their existing responsibilities for coordinating education and services for youth in the juvenile justice system, the county office of education and county probation department shall have a joint transition planning policy that includes collaboration with relevant local educational agencies to improve communication regarding dates of release and the educational needs of pupils who have had contact with the juvenile justice system, to coordinate immediate school placement and enrollment, and to ensure that probation officers in the community have the information they need to support the return of pupils who are being transferred from juvenile court schools to public schools in their communities.

Students of Active Duty Military

Active duty military personnel often must transfer to another military base with short notice. To ease this transition, active duty parents can conditionally enroll their children by submitting unofficial education records such as unofficial transcript print-out (Interstate Compact on Educational Opportunity for Military Children, Educ. Code §49700.5 et seq., Educ. Code §49701(IV)(A).) The receiving school district then requests the official records from the sending district. (Educ. Code §49701(IV)(B).) The Compact also provides a 30-day window period after conditional enrollment for military-family children to provide proof of immunization. (Educ. Code §49701(IV)(C).)

The Compact requires school districts to honor placement of the student in educational courses based on the student's enrollment in the sending school and/or educational assessments conducted at the sending school if such courses are offered and space is available. (Educ. Code §49701(V)(A).) Course placement includes, but is not limited to, Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. However, a receiving school district can perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course. (Educ. Code §49701(V)(A).)

The Compact requires school districts to "facilitate the opportunity for transitioning military children's inclusion in extracurricular activities, regardless of application deadlines, to the extent they are otherwise qualified and space is available, as determined by the school district." (Educ. Code §49701(VI)(B).) If a transitioning military-family student is interested in joining an athletic program, the school district must

evaluate the child's athletic ability and determine whether space is available. These same standards would apply for programs such as theatrical production, band, and other clubs or activities that involve tryouts.
School districts must use best efforts to waive specific courses required for graduation if similar coursework has been satisfactorily completed in another district. (Educ. Code §49701(VII)(A).) Districts need not waive *all* course requirements, but must have a reasonable justification for denying a waiver for graduation purposes. When denying a graduation requirement waiver, the district must use best efforts to provide alternative means of acquiring required coursework so the student can graduate on time. (Educ. Code §49701(VII)(A).)
If a military-family student transfers at the beginning of or during senior year, and is ineligible to graduate from the receiving district after all alternatives have been considered, the sending and receiving districts must make best efforts to ensure the student receives a diploma from the sending school district, if the student meets the graduation requirements of that district. (Educ. Code §49701(VII)(C).)

Reciprocity of Academic Credit

Transfers from Accredited Schools: Students transferring into the district from an accredited school shall receive full academic credit for previously completed courses when the sending district verifies that the student has satisfactorily completed those courses. An "accredited" school is one that has received accreditation by the Western Association of Schools and Colleges (WASC) or other statewide or regional commissions or, in the case of a school outside California, by the equivalent governmental or other regional accrediting agency in that jurisdiction.
The district shall accept for credit full or partial coursework satisfactorily completed by students while attending a public school, a juvenile court school or nonpublic nonsectarian school or agency (Education Code §48645.5). Credits are accepted from non-public schools which the placement is a direct result of special education needs and provides services which are determined by the student's IEP (Education Code §48645.5). Credits are accepted from all Department of Defense schools who service military dependents abroad.
Transfers from Non-Accredited Schools: When a student transfers from any non-accredited private, public, alternative, home or charter school, academic credit shall be subject to approval by the principal or designee at the enrolling school. Credits transferred from these schools shall be fully accepted when there is evidence that the course work completed is equivalent to similar courses offered in this district. The principal or designee at the enrolling school shall be responsible for determining which of the student's credits are equivalent to district requirements. Guidelines for determining equivalency shall be developed by representative certificated staff familiar with the district's academic standards and graduation requirements. In determining equivalency, the principal and/or designated certificated staff representative may consider one or more of the following:

- A review of the description of academic content and time requirements of the course work completed by the student compared to academic content and time requirements at the enrolling school.
- An examination of the student's portfolio of work, papers, completed projects, graded tests or other documents demonstrating the student's level of skill and knowledge.
- An opportunity for the student to demonstrate skill by his/her performance on appropriate course-challenging examinations, comprehensive final examinations and/or other culminating exercises used at the enrolling school.
- Verification by teacher observation, once the student has been placed in a course, that the student has reached a level of preparation consistent with his/her placement in that course

Foreign Transcripts: Transcripts from foreign countries or U.S. territories will be reviewed and determined if acceptable by the counseling team and with the approval of the Principal. Approved credits will be determined as "elective" unless it is determined by the counseling team to meet a graduation requirement. A student may demonstrate mastery of a core subject for core credit from a foreign transcript by passing the department's final exam. English credit from non-English speaking countries will be determined by ELPAC testing results with ELD and Counselor recommendation for approval.

Harm or Destruction of Animals – EC § 32255 *et seq.*

Any pupil with a moral objection to dissecting or otherwise harming or destroying an animal, or any part thereof, must inform his or her teacher of the objection. Objections must be substantiated by a note from the pupil's parent or guardian. A pupil who chooses to refrain from participation in an education project involving the harmful or destructive use of an animal may receive an alternative education project, if the teacher believes that an adequate alternative education project is possible. The teacher may work with the pupil to develop and agree upon an alternative education project so that the pupil may obtain the knowledge, information, or experience required by the course of study in question.

High School Graduation Requirements

Riverside County High School and CBK are Western Association of Schools and Colleges (WASC) accredited schools and all courses are based on the California State Academic Standards (Common Core State Standards). Riverside County High School and CBK require 200 credits to graduate. The following table lists the credit requirements in each subject area:

Required Courses	Required Credits
English/Language Arts • English Language Development (ELD) in Grade 9 earns ELA credit	30
History/Social Science: • World History (10 credits) • United States History (10 credits) • American Government (5 credits) • Economics (5 credits)	30
Mathematics (Including completing the Algebra I requirement through Integrated Math)	20
Science • Life Science (10 credits) • Physical Science (10 credits)	20
Physical Education	20
Fine Arts/Foreign Language	10
Health	5
Ethnic Studies	5
Electives	60
Total	**200**

Foster Youth Exemption from Local Graduation Requirements – AB 216

Foster youth are allowed educational rights, such as: immediate enrollment, remain in school of origin, enrollment in local comprehensive school, partial credits, graduation with state minimum requirements with possible fifth year/exemption from local graduation requirements, and access to academic resources, services and extracurricular activities. A local educational agency must provide a remedy to the affected pupil following the Uniform Complaint Procedures, including information regarding exemption from local graduation requirements, if educational rights are not allowed at the public high school.

Homeless Youth Exemption from Local Graduation Requirements – AB 1806

Students experiencing homelessness are allowed educational rights, such as: immediate enrollment, remaining in school of origin, enrollment in local comprehensive school, partial credits, graduation with state minimum requirements with possible fifth year (exemption from local graduation requirements, and access to academic resources, services and extracurricular activities). A local educational agency must provide a remedy to the affected pupil following the Uniform Complaint Procedures, including information regarding exemption from local graduation requirements, if educational rights are not allowed at the public high school.

AB 2181 (updates and supersedes AB 2306) Graduation Requirements for Pupils from Juvenile Court Schools. AB 2181 reaffirms the Legislature's intent that pupils in juvenile court schools pursue a rigorous course of study that satisfies statewide graduation requirements, prepares them for admission to the University of California and the California State University, and supports meaningful career entry. The bill strengthens pupil rights, clarifies timelines, and creates new accountability measures, as outlined below.

A. Issuance of Diploma and Exemption from Local Requirements
A county office of education shall issue a high-school diploma to any juvenile court school pupil who completes all statewide coursework requirements specified in Education Code § 51225.3. No additional county-adopted coursework or graduation conditions may be imposed.

B. Protection for Former Juvenile Court School Pupils
A pupil who transfers from a juvenile court school after the second year of high school ("former juvenile court school pupil") remains exempt from local graduation requirements that exceed statewide coursework unless the receiving district determines the pupil can reasonably complete those local requirements after the fourth year of high school and, with informed consent, permits the pupil to remain enrolled to do so.

C. Mandatory Written Notice — 30-Day Rule
Within 30 calendar days of a pupil's transfer or initial eligibility for the exemption, the county office of education must provide written notice to:

1. the pupil,
2. the person holding educational decision-making rights, and
3. the pupil's social worker and probation officer.

The notice must:

- describe the exemption and its potential effect on college or career plans;
- outline alternative options (credit recovery, enrollment beyond the fourth year, California Community College transfer, etc.);
- explain the right to accept, defer, or decline the exemption; and
- include the pupil's current transcript or equivalent academic data.

D. Student Choice and Continued Enrollment
A pupil may accept, postpone, or decline the exemption and may not be denied enrollment in, or completion of, any course—including courses required for post-secondary admission—because of that decision. No school transfer may be required or requested solely to establish eligibility for the exemption.

E. Granting and Durability of the Exemption
Upon written request by the pupil (age 18 +) or the education-rights holder, the county office shall grant the exemption within 30 days. Once granted—or once a pupil otherwise qualifies—the exemption cannot be revoked and remains in force after the court's jurisdiction is terminated.

F. Annual Eligibility Review
If the county office initially determines that a pupil can meet local graduation requirements by the end of the fourth year, it must re-evaluate eligibility annually within the first 30 days of each subsequent academic year. If the pupil is no longer reasonably able to meet local requirements on time, the county must offer the exemption or the option to stay enrolled beyond the fourth year.

G. Uniform Complaint Procedures (UCP)
Alleged non-compliance with these provisions is subject to the Uniform Complaint Procedures (5 CCR §§ 4600–4687). Complainants may appeal an unfavorable county decision to the California Department of Education, which must issue a written decision within 60 days and provide an appropriate remedy when warranted.
Court School students in their 11th and 12th grade years will be subject to the minimum graduation requirements of 130 credits as defined by the state in the following subjects:

- 3 years of English

- 2 years of Mathematics (including one year of a course that would meet the Algebra requirement)
- 2 years of History (US and World)
- 1 year of a Life Science
- 1 year of a Physical Science
- 2 years of Physical Education
- 1 Semester of Economics
- 1 Semester of Government
- 1 Semester of Ethnic Studies
- 1 year of a Fine Art or Language Other than English or CTE

Juvenile Court School Students and High School Graduation Requirements - AB 1124
AB 1124 permits the pupil, upon agreement between the county office of education and the pupil or the person holding the right to make educational decisions for the pupil, to take coursework or other requirements adopted by the governing board of the county office of education, and to defer the granting of the diploma until the pupil is released from the juvenile detention facility. Upon the release from a juvenile detention facility of a pupil who is entitled to a diploma, AB 1124 permits the pupil or person holding the right to make educational decisions for the pupil to elect to decline the issuance of the diploma for the purpose of enrolling the pupil in a school operated by a local educational agency or charter school to take additional coursework, as specified. AB 1124 authorizes the filing of a complaint of noncompliance with these provisions to be filed with the local educational agency under the Uniform Complaint Procedures set forth in the California Code of Regulations.

Children of Military Families and High School Graduation Requirements - AB 365
Extends to students from military families rights regarding exemptions from local graduation requirements and acceptance of partial credit which are currently afforded to other groups of highly mobile students.

Migrant and Newly Arrived Immigrant Pupils High School Graduation Requirements - AB 2121
AB 2121 extends exemptions from local graduation requirements and provisions regarding coursework the same provisions afforded to foster, homeless, former juvenile court school students, and children of military families military students, for transfers, graduation exemptions, to migratory and newly arrived immigrant students during 3rd and 4th year of high school transfers, and offers options regarding a 5th year of high school to be provided by schools, districts, and charter schools.

Independent Study
Contracted study programs known as Independent Study (IS) for all grades that require students to complete a minimum of 25 hours of education product per week are available for students whose needs can be met through this form of instruction. Independent Study teachers work with the parent and student to develop the Master Agreement, weekly Assignment Contracts, and Daily Learning Logs.

Instruction for Pupils with Temporary Disabilities – EC §§ 48206.3, 48207 and 48208
Individualized instruction is available to students with temporary disabilities whose disability makes attendance in the regular day classes or alternative education program in which the student is enrolled impossible or inadvisable. Parents of students hospitalized or with a temporary disability shall notify the school district where the student receives care if an individualized instruction program is desired.

MTSS Framework: Collaboration for College and Career Readiness
Alternative Education is committed to improving socio-emotional, attendance, and academic student growth by providing a forum for professional collaborations between involved stakeholders. The goal of Multi-Tiered Systems of Supports is to provide students with socio-emotional, attendance, and academic intervention on a structured schedule. When a student is brought forth as an intervention candidate, the intervention plan will result in setting measurable benchmarks for growth. As these interventions are reviewed for efficacy, our available resources, interventions, and universal supports will be refined.

Physical Education Course Exemptions (Education Code §51241 and §60800)
The county superintendent of schools may grant a temporary exemption to a pupil from courses in physical education, if the pupil is one of the following:

(1) Ill or injured and a modified program to meet the needs of the pupil cannot be provided.
(2) Enrolled for one-half, or less, of the work normally required of full-time pupils.

The county superintendent of schools, with the consent of a pupil, may grant a pupil an exemption from courses in physical education for two years anytime during grades 10 to 12, inclusive, if the pupil has met satisfactorily at least five of the six standards of the physical performance test administered in grade 9 pursuant to Section 60800.

The office of the county superintendent may grant permanent exemption from courses in physical education if the pupil complies with any one of the following:

(1) Is 16 years of age or older and has been enrolled in grade 10 for one academic year or longer.
(2) Is enrolled as a postgraduate pupil.
(3) Is enrolled in a juvenile home, ranch, camp, or forestry camp school where pupils are scheduled for recreation and exercise pursuant to the requirements of Article 24 (commencing with Section 880) of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code.

The school district also may administer to pupils in grades 10 to 12, inclusive, the physical performance test required in grade 9 pursuant to Section 60800. A pupil who meets satisfactorily at least five of the six standards of this physical performance test in any of grades 10 to 12, inclusive, is eligible for an exemption pursuant to subdivision (b).

Prohibited Areas of Instruction

Religious Beliefs

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is clearly forbidden in public schools (RCOE Board Policy 6141.2). Instruction about religion must not favor, promote or demean the beliefs or customs of any particular religion or sect, nor should preference be shown for one religious viewpoint over another (RCOE Board Policy 6141.2).

Whenever any part of the instruction in health, family life education and sex education conflicts with the religious training and beliefs of the parent or guardian of any pupil, the pupil, on written request of the parent or guardian, shall be excused from the part of the training which conflicts with such religious training and beliefs. Religious training and beliefs include personal moral convictions (Education Code, §51240).

Instruction Regarding Race, Creed

No teacher shall give instruction, nor shall a school district sponsor any activity which reflects adversely upon persons because of their race, sex, color, creed, national origin or ancestry (Education Code, §51500).

Student Speech-California Education Code Section 48907

Pupils of the public schools, including charter schools, shall have the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities, except that expression shall be prohibited which is obscene, libelous, or slanderous.

Protocols for Use of Technology for Instruction

Passwords will be used to access Riverside County Office of Education computer systems and associated data. Employees will be required to change passwords on a regular schedule as determined by the network administrator and system administrator. Employees must take precautions to protect their password from unauthorized disclosure. Passwords will not be disclosed to other individuals unless authorized by the County Superintendent or his representative. Employees will not leave active terminals unattended without preventing unauthorized access with physical or password security.

Students and their parents must sign the Acceptable Use Policy before they can use computers, laptops, tablets or any other device that accesses the internet. Teachers must check out tablets/devices with asset tags or a numbering system for students to use in class. Students must use an individual sign in log when they access the internet. These protocols are necessary to track students while they are on the internet and ensures that we can identify any student who accesses an inappropriate website.

Continuous Access to Assistive Technology Devices EC § 56040.3 (AB 605 Maienschein)

RCOE Alternative Education and CBK Charter School make available school-purchased devices to maintain continuous access at school and outside of school settings to continue free appropriate public education. If a student moves away from the distributing school, the student may continue to use the device, or a comparable device, for up to two months or until the device is replaced in the new setting, whichever occurs first.

California Healthy Youth Act – EC §§ 51930-51939

The California Healthy Youth Act requires school districts to provide pupils with integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention education at least once in middle school and once in high school. It is intended to ensure that pupils in grades 7-12 are provided with the knowledge and skills necessary to: 1) protect their sexual and reproductive health from HIV, other sexually transmitted infections, and unintended pregnancy; 2) develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; and 3) have healthy, positive, and safe relationships and behaviors. It also promotes understanding of sexuality as a normal part of human development.

Parents or legal guardians have the right to:

1. Inspect the written and audiovisual educational materials used in the comprehensive sexual health and HIV prevention education.
2. Request in writing that their child not receive comprehensive sexual health or HIV prevention education.
3. Request a copy of Education Codes 51930 through 51939, the California Healthy Youth Act.
4. Be informed whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants.
5. Receive notice by mail or another commonly used method of notification no fewer than 14 days before the instruction is delivered if arrangements for the instruction are made after the beginning of the school year.
6. When the district chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV prevention education, be informed of:
   a. The date of the instruction
   b. The name of the organization or affiliation of each guest speaker

State Testing and RCOE Assessments

All students will be assessed on the NWEA in ELA and math (or other assessment for CBK) when they enter school to determine academic levels of performance. The NWEA post-test will be administered 90-days after the pre-test. All students will be assessed on the RCOE short-cycle assessments for units of study one through six.

The California Assessment for Student Performance and Progress (CAASPP) is required for students in grades 3-8 and 11. The CAASPP consists of the SBAC, EAP, and CAST. All teachers are involved in the school-wide testing. EL students are required to take the ELPAC.

Student Eligibility for Co-Curricular/Extra-Curricular Activities

Any student who participates in co-curricular/extra-curricular activities such as ASB, athletic teams, and clubs must meet the eligibility requirements and abide by the rules of the school. Coaches and sponsors of clubs are charged with the responsibility of informing students of the eligibility requirements.

Students failing to meet eligibility requirements will not be released from classes for on or off-campus performances, rehearsals, preparation, fieldtrips, etc. All school rules are in effect to and from school, to and from the activity, as well as during school hours and during the activity.

Academic Eligibility Requirements: Any student who is a member of a co-curricular or extra-curricular activity must have a 2.0 GPA with no more than one failing grade ('F' grade). Students failing to meet this code will not be released from classes for on or off-campus performances, rehearsals, preparation, study trips, etc. They will not be restricted from any classroom activities which occur during the period in which the class is conducted but will not be released from other classes. An exception would be a study trip that

is part of a lesson and a course requirement for the purpose of a grade. Such an exception would have to be approved by the principal.
Financial Eligibility Requirements: Students who owe money to the school for textbooks, fund-raisers, etc., will not be allowed to incur any additional financial obligations until the previous obligation is cleared. They will not be allowed to purchase a yearbook, purchase pictures, and attend dances (or the end-of-the-year trip for eighth grade students).

Supervision of Assigned Students and Supervision of Co-curricular Activities
All events, wherever held, shall be under the direct supervision of certificated personnel (CA Administrative Code, Title V, 5531). Teachers and other staff members are responsible for supervising all students assigned to them for a class or activity. It is imperative that teachers are at assigned places on time and never leave students without adult supervision.
All athletic and social activities of pupils, whenever held, if conducted under the name or auspices of a public school or of any class or organization thereof, shall be under the direct supervision of an employee (CA Administrative Code, Title V, 5531).

Textbooks
All students will be issued textbooks during their first week of school. Teachers will check the condition of the books at checkout time and check in time.
If a textbook is lost, completely damaged, or damaged with graffiti, replacement costs will be charged and the student will be issued another textbook. The receipt issued will give the student's name, book title, book number, and amount charged. When a student checks out of school, students must return textbooks. If a textbook has been lost or damaged, charges will be assessed and collected. If a textbook is damaged, charges will be made according to the original condition of the book, when checked out, less reasonable use as determined by the teacher.

Use of Films or other Audio-Visual Media
Classroom use of films and other audio-visual media must be tightly aligned to instruction**.** Teachers shall select only excerpts that demonstrably support state standards and current lesson objectives, preview the material in full, and secure prior approval by submitting *Classroom Use of Audio-Visual Materials: Form A* to the site administrator. Full-length showings or presentations used as incentives, rewards, or fillers are expressly prohibited. When instructional clips are employed, teachers should frame the viewing with stated learning goals, embed stop-and-start discussion or activity breaks, and follow with assessments to maximize instructional time.
All screenings must meet legal, rating, and parental-notification requirements. Materials displayed without public-performance rights qualify only under the federal *Face-to-Face Teaching Exemption*: they must be legitimate copies, shown to enrolled students in the regular classroom, and integral to the curriculum; any other use demands a public-performance license. Rating rules apply as follows: G-rated content may be shown without consent; PG and PG-13 titles require written parental permission; only curriculum-driven excerpts—not entire films—of R-rated works may be presented when no alternative resource conveys the same learning, also with written consent; NC-17/X /X content is prohibited. Parents must be offered an opt-out, and students provided a comparable assignment without penalty.

Units of Study and Assessments
The assessments in ELA and math are administered on designated dates during each grading period of the school year.

Career Counseling & Course Selection – EC § 221.5(d)
RCOE Alternative Education and CBK Charter School notifies the parents or legal guardian of a pupil in a general manner at least once in the annual notification, in advance of career counseling and course selection commencing with course selection for grade 7, so that the parent or guardian may participate in the counseling sessions and decisions.

Career Technical Education Course – EC § 48980(m)
RCOE Alternative Education and CBK Charter School allow a career technical course to satisfy the

graduation requirement imposed by EC 51225.3(a)(1)(E) and provide the following notifications:

1. Information about the high school graduation requirements of the school district and how each requirement satisfies or does not satisfy the subject matter requirements for admission to the California State University and the University of California.
2. A complete list of career technical education courses offered by the school district that satisfy the subject matter requirements for admission to the California State University and the University of California, and which of the specific college admission requirements these courses satisfy.

College & Career Technical Education – EC § 51229

RCOE Alternative Education and CBK Charter School provide annual notification that include a one-page written notice to parents or guardians of students in grades 9 through 12 that includes all of the following:

1. A brief explanation of the college admission requirements.
2. A list of the current UC and CSU web sites that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU.
3. A brief description of what career technical education is, as defined by the CDE.
4. The internet address for the portion of the web site of the CDE where students can learn more about career technical education.
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses.

Cal Grant Program – EC § 69432.9

Pupils are automatically deemed a Cal Grant applicant unless the parent of the pupil under the age of 18 or pupils over the age of 18 opt out in RCOE Alternative Education and the CBK Charter School. The deadline to opt out must not be less than 30 days from the date of this notice. Until a pupil turns 18 years of age, only a parent/guardian may opt the pupil out. Once a pupil turns 18 years of age, only the pupil may opt himself/ herself out and, if prior to the conclusion of the notice period, the pupil may opt in over the prior decision of a parent/guardian to opt out. RCOE Alternative Education and the CBK Charter School send grade point averages to the Student Aid Commission in October and February each school year.

Community Service Hours Toward High School Graduation – EC § 51230 (AB 1062 Limón)

RCOE Alternative Education and CBK Charter School may provide a pupil with credit towards community service hours commensurate with the hours required for completion of a course in community emergency response training.

English Learners: Identification: Notice - EC § 313.2

RCOE Alternative Education and CBK Charter School send a notice of assessment of a child's English proficiency which includes specified additional information, including whether a child is a long-term English learner or is an English learner at risk of becoming a long-term English learner, and would authorize a local educational agency or charter school to send an alternative notice to comply with this requirement, as specified.

Student Health

Administration of Prescribed Medication for Pupils – EC §§ 49423 and 49423.1

Any pupil who is required to take, during the regular school day, medication prescribed by a physician or surgeon, may be assisted by the school nurse or other designated school personnel or may carry and self-administer auto-injectable epinephrine or inhaled asthma medication if the school district receives both a written statement of instructions from the physician detailing the method, amount and time schedules by which such medication is to be taken and a written statement from the parent or guardian requesting the school district assist the pupil with prescribed medication as set forth in the physician statement.

Administration of Epilepsy Medication – EC § 49414.7

If a pupil with epilepsy has been prescribed an emergency antiseizure medication by his or her health care provider, the pupil's parent or guardian may request the pupil's school to have one or more of its employees

receive training in the administration of an emergency antiseizure medication in the event that the pupil suffers a seizure when a nurse is not available.

Emergency Treatment for Anaphylaxis – EC § 49414
Requires school districts, county offices of education, and charter schools to provide emergency epinephrine auto-injectors to school nurses and trained personnel and authorizes them to use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from a life-threatening severe allergic reaction (anaphylaxis).

Electronic Nicotine Delivery Systems (e-cigarettes)
RCOE prohibits the use of electronic nicotine delivery systems (ENDS) such as e-cigarettes, hookah pens, cigarillos, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products on all district property and in district vehicles at all times. ENDS are often made to look like cigarettes, cigars and pipes, but can also be made to look like everyday items such as pens, asthma inhalers and beverage containers. These devices are not limited to vaporizing nicotine; they can be used to vaporize other drugs such as marijuana, cocaine, and heroin. Section 119405 of the Health and Safety Code prohibits the sales of e-cigarettes to minors which means that students should not be in possession of any such devices. Students using, in possession of, or offering, arranging or negotiating to sell ENDS can
be subject to disciplinary action, particularly because ENDS are considered drug paraphernalia, as defined by 11014.5 of the Health and Safety Code.

Feminine Hygiene Products: Public School Restrooms - AB 10
Requires a public school maintaining any combination of classes from grade 6 to grade 12, inclusive, that meets a 40% pupil poverty threshold specified in federal law to stock 50% of the school's restrooms with feminine hygiene products, as defined. Prohibits a public school from charging for any menstrual products, including feminine hygiene products, provided to pupils.

Food Allergies (RCOE Administrative Regulation 5141.27)
Upon receiving notice of a student's food allergy or other special dietary need, the County Superintendent or designee shall ensure that a written health plan is developed, in consultation with the student's parents/guardians and health provider, to manage the student's needs while at school or at a school-sponsored activity. The plan shall seek to minimize the student's risk of exposure to the allergen and address actions to be taken if exposure occurs.
When notified by the parent/guardian that a student has a food allergy, the County Superintendent or designee shall inform the student's site administrator, teacher(s), bus driver, school nurse, coach, and/or any other personnel responsible for supervising the student, prior to the student's first day of school. The site administrator or designee shall notify substitute staff of the identity of any students with known food allergies and the school's response plan.
Epinephrine auto-injectors or other medicine provided for use in the event of an anaphylactic shock reaction shall be stored and used in accordance with law and BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions. In addition, staff shall call 911 and seek immediate medical attention for a student experiencing an anaphylactic shock reaction. As soon as possible, school staff shall contact the student's parents/guardians or other person identified as an emergency contact.
When a student with a known allergy will be off school grounds, such as on a field trip, he/she shall be accompanied by a kit containing at least two doses of epinephrine, other medications as noted by the student's health care provider, and, as appropriate, the student's individualized food allergy plan.

Lactating Pupils – EC § 222
Requires a school operated by a school district or a county office of education, the California School for the Deaf, the California School for the Blind, and a charter school to provide, only if there is at least one lactating pupil on the school campus, reasonable accommodations to a lactating pupil on a school campus to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding. These reasonable accommodations include, but are not limited to, access to a private and secure room, other than a restroom, to express breast milk or breast-feed an infant child, permission to bring onto a school campus any equipment used to express breast milk, access to a power source for that equipment, and access to a place to safely store expressed breast milk.

Student Accident/Health Services
If a student is injured, provide minor first aid in your classroom and complete the required accident report and forward to the office that same day. Students are not to be allowed to administer first aid to themselves or to others. If a child has more than a minor injury, send the student to the office (with another student if appropriate) for first aid. The teacher still has the responsibility for completing the accident form. If a child is seriously injured, contact the office for assistance. If a student is seriously injured, the office will call 911 for fire department paramedics and an ambulance if necessary.

Student Wellness (RCOE Board Policy 5030)
RCOE believes that foods and beverages available to students at schools should support the health curriculum and promote optimal health. Nutrition standards adopted by the County Office of Education for all foods and beverages sold to students shall meet or exceed state and federal nutrition standards.

Tobacco-free Campus – HSC §§ 104420 and 104495
Requires all school districts and county offices of education that receive Tobacco Use Prevention (TUPE) funding to adopt and enforce a tobacco-free campus policy no later than July of each fiscal year. The policy shall prohibit the use of tobacco products, any time, in district-owned or leased buildings, on district property and in district vehicles. Information about the policy and enforcement procedures must be communicated clearly to school personnel, parents, pupils and the larger community. Signs stating, "Tobacco use is prohibited" must be prominently displayed at all entrances to school property. Information about smoking cessation support programs must be made available and encouraged for pupils and staff.
HSC 104495 prohibits smoking a cigarette, cigar, or other tobacco-related product and disposal of cigarette butts, cigar butts, or any other tobacco-related waste within 25 feet of any playground or tot lot sandbox area. Any person who violates this section is guilty of an infraction and shall be punished by a fine of two hundred fifty dollars ($250) for each violation of this section. The prohibitions do not apply to private property or a public sidewalk located within 25 feet of a playground or a tot lot sandbox area.

School Operations

Accidents/Injuries on the Job
RCOE has incorporated an Injury and Illness Prevention Program. The intent of this program is to prevent or minimize the probability of injuries and illnesses to workers, students and visitors. An administrator needs to be informed immediately when an illness, assault/battery, or accident occurs. Administrators must notify Risk Management if an illness, assault/battery, or accident occurs.

Claims for Reimbursement
All purchases must be approved in advance. Claims for reimbursements are limited to mileage and some travel expenses (such as food). All reimbursements (mileage and limited travel/conference expenses) need to be submitted on a monthly basis. According to RCOE Administrative Regulation (AR) 3541.45 Part III. Travel Expense Claims: Travel expense claims must be submitted timely. All expenses will be recorded on the approved Riverside County Office of Education form as soon as possible after the end of the month in which the expense(s) occur. Expense claims submitted 60 days or more after expenses have been incurred will be given to the Deputy Superintendent or his/her designee for a final determination. Receipts are required for food, parking, and other travel expenses (not mileage) that have not been pre-paid. Affidavits in Lieu of Receipts are only used when receipts have been lost.

Requisition and Supplies
Each teacher will be allocated a budget to cover classroom supply needs. Needs which exceed the set amount will need to be justified to the principal prior to an additional allocation being made. This would include equipment or additional supplies.

Request for Conferences
A staff member interested in attending a conference shall communicate first with the principal. When returning the completed paperwork for approval from the principal and central office, the staff member should be certain to attach a copy of the program and/or agenda of the conference. Each staff member is

responsible for completing all required paperwork following the conference and returning it to the principal's secretary. Teachers will be reimbursed for mileage and meals according to the RCOE policy.

Classroom Equipment, Property Management/Asset Inventory, and End-of-Year Checkout
Each classroom is furnished with 25 student desks with attached chairs, two tables, four chairs, one teacher desk and chair, one file cabinet, one bookshelf, and two or three storage cabinets. Each classroom is equipped with one teacher computer, monitor, printer, LCD projector, and interactive television. Some classrooms are equipped with student computers.
Property Management/Asset/Inventories are conducted every year. Asset inventory reports list items on hand by asset ID and tag number, description, and type (capital, non-capital, component, improvement). The asset class is provided, as well as the unit base and total costs. The vendor for each asset is identified by ID number and name. Principals certify their assets/inventory each year.
Principals conduct end-of-year checkout procedures with their teachers. The teacher checkout, book inventory, and classroom inventory forms must be completed and signed by the teacher.

Early Dismissals/Student Pick-Up
When it is necessary to pick a student up during school hours, the parent/guardian is required to go to the office and present a picture ID in order to check the student out of school. Only persons whose name appears on the student's emergency card will be allowed to check the student out of school.

Fundraising
No funds may be collected from students for any purpose without prior written approval from the principal. No students may engage in fundraising efforts in the name of the school or any organization associated with the school without the prior written approval of the principal.
Funds that are collected must be accounted for as prescribed by the California Education Code. That will require that all money be receipted either individually or through a listing procedure approved by the principal. All such receipts, lists, and monies are to be turned into the secretary to be included in necessary audit materials. Money collected from students must be deposited into the school or club account. Funds collected from students are never to be taken from the school. No money collected shall be left in the classroom overnight, but must be turned in to the office for proper accounting and deposit. Students should obtain written parental consent to participate in fundraising activities.

Gender Equity and Transgender Students
Students and employees are not excluded from the participation in any program or activity on the basis of gender (III.G1). Students are guaranteed equal access to all courses, activities and other educational programs, regardless of gender. And courses and other educational activities may not be provided separately on the basis of gender (III-G2). The counseling of students is conducted in a manner that is not discriminating to either gender (III-G5). Physical education classes are co-educational with all students having equal access (III-G6).
AB1266 is fully in effect and amends Education Code §221.5, by adding subsection (f). Below is the complete text of Education Code §221.5.

(a) It is the policy of the state that elementary and secondary school classes and courses, including nonacademic and elective classes and courses, be conducted, without regard to the sex of the pupil enrolled in these classes and courses.

(b) A school district may not prohibit a pupil from enrolling in any class or course on the basis of the sex of the pupil, except a class subject to Chapter 5.6 (commencing with Section 51930) of Part 28 of Division 4 of Title 2.

(c) A school district may not require a pupil of one sex to enroll in a particular class or course, unless the same class or course is also required of a pupil of the opposite sex.

(d) A school counselor, teacher, instructor, administrator, or aide may not, on the basis of the sex of a pupil, offer vocational or school program guidance to a pupil of one sex that is different from that offered to a pupil of the opposite sex or, in counseling a pupil, differentiate career, vocational, or higher education opportunities on the basis of the sex of the pupil counseled. Any school personnel acting in a career counseling or course selection capacity to a pupil shall affirmatively explore with the pupil the possibility of careers, or courses leading to careers, that are nontraditional for that pupil's sex. The parents or legal

guardian of the pupil shall be notified in a general manner at least once in the manner prescribed by Section 48980, in advance of career counseling and course selection commencing with course selection for grade 7 so that they may participate in the counseling sessions and decisions.

(e) Participation in a particular physical education activity or sport, if required of pupils of one sex, shall be available to pupils of each sex.

(f) A pupil shall be permitted to participate in sex-segregated school programs and activities, including athletic teams and competitions, and use facilities consistent with his or her gender identity, irrespective of the gender listed on the pupil's records.

AB 1266: School Success and Opportunity Act General Guidelines

Who makes the request	The student and/or parent initiate the request.
Child Find	There is no obligation for the school to case find.
Confidentiality	• All persons, including students, have a right to privacy. This includes keeping a student's actual or perceived sexual orientation, gender identity, and gender expression private. • School personnel should not disclose a student's actual or perceived sexual orientation, gender identity, or gender expression to others, including, but not limited to, other students, parents, and/or other school personnel. Confidential information can only be shared on a "need to know" basis. • All students, including transgender and gender non-conforming students, have the right to openly discuss and express their sexual orientation, gender identity, and gender expression and to decide when, with whom, and how much to share private information.
Name/Pronoun	Students may request to be addressed by their "preferred name" and "preferred pronoun" that corresponds to their gender identity without obtaining a court order or without changing their official records. Parents may also request.
SIS (Unofficial Record)	The preferred name and sex shall be incorporated into the Student Information System.
Official Records	Follow district policy for name change.
Dress Code	Schools may adopt a dress code and school uniform policy that should be applied uniformly to all students. A transgender and/or gender non-forming student has the right to dress in accordance with their gender identity.
Separate Sex Restrooms	Schools may maintain separate restroom facilities for male and female students. Students shall have access to the restroom that is consistent with their gender identity.
Gender Neutral Restroom	May be used by any student who desires increased privacy, regardless of the underlying reason. The use of a gender neutral restroom shall be a matter of choice for the student and no student shall be compelled to use such a restroom.
Locker Room	Permits students to use locker room facilities consistent with their gender identity. If there is a reason or request for increased privacy and safety, regardless of the underlying reason, any student may be provided access to a reasonable alternative (e.g., alternative changing area; separate changing sched).
Athletic Teams/ Competitions	Permits transgender students the opportunity to participate on athletic teams and CIF activities in a manner that is consistent with their gender identity.
Gender Segregation in Other Areas	In circumstances where students are separated by gender in school activities (e.g., physical education class, class discussions, field trips), students shall be permitted to participate in accordance with their gender identity. Activities that may involve the need for accommodations to address student privacy concerns should be addressed on a case by case basis.

Nondiscrimination Statement

Discrimination in education programs and activities is prohibited by state and federal law. Education Code 200 *et seq.* requires school districts to afford all pupils regardless of gender, gender identity, gender expression, sex, race, color, religion, national origin, ethnic group identification, mental or physical

disability, sexual orientation, or the perception of one or more of such characteristics, equal rights and opportunities in education. State law, as provided in EC 221.5, specifically prohibits discrimination on the basis of gender in enrollment, counseling, and the availability of physical education, athletic activities, and sports. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin. Title IX of the Education Amendments of 1972 and Title IV of the Civil Rights Act of 1964, also prohibits discrimination on the basis of gender. The Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act of 1973 prohibit discrimination on the basis of disability.

The Office for Civil Rights of the U.S. Department of Education has authority to enforce federal laws in all programs and activities that receive federal funds.

RCOE is committed to providing a safe school environment where all individuals in education are afforded equal access and opportunities. The District's academic and other educational support programs, services and activities shall be free from discrimination, harassment, intimidation, and bullying of any individual based on the person's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. Specifically, state law prohibits discrimination on the basis of gender in enrollment, counseling, and the availability of physical education, athletic activities, and sports. Transgender students shall be permitted to participate in gender-segregated school programs and activities (e.g., athletic teams, sports competitions, and field trips) and to use facilities consistent with their gender identity. The District assures that lack of English language skills will not be a barrier to admission or participation in District programs. Complaints of unlawful discrimination, harassment, intimidation, or bullying are investigated through the Uniform Complaint Process. Such complaints must be filed no later than six months after knowledge of the alleged discrimination was first obtained. To obtain information, contact the Personnel Department at 951-826- 6518.

Notification of Minimum Days and Pupil Free Staff Development Day EC § 48980(c)
Requires annual notification to advise parents of the schedule of minimum days and pupil-free staff development days at the beginning of the year or as early as possible/no later than one month prior.

Passes during Class
A log specifying the date, time, and name of each student who leaves the classroom shall be maintained by each teacher for safety purposes. Students should be encouraged to use the bathroom during passing times, but occasionally it is necessary to allow students to use the bathroom during class. Staff should only allow one student to go to the bathroom at a time, unless a student is ill.
Problems related to illness should be brought to the attention of the administration. If a student is ill and needs to be sent to the office, call the office or send a student with him/her. This is particularly important because a student may not be able to make it to the office unassisted. Students are never to be released to go home from the classroom. Students must check out through the office.

Prohibiting Sex-Based Discrimination: Title IX Notifications – EC § 221.61
Pupil and Public Rights Under Title IX Title IX of the Education Amendments of 1972 ("Title IX") is a federal law prohibiting sex-based discrimination in all educational programs and activities, including athletic programs. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity operated by RCOE. Title IX protects all participants in RCOE's educational programs and activities, including students, parents, employees, and job applicants. RCOE does not discriminate on the basis of sex. Discrimination on the basis of sex can include sexual harassment and sexual violence.
In addition to Title IX, the California Education Code prohibits discrimination on the basis of sex in schools (California Education Code §§ 220-221.1). Other state and federal laws also prohibit discrimination and ensure equality in education. Please refer to an overview of all RCOE's nondiscrimination policies and the following specific policies and procedures regarding sexual harassment:

- Non-Discrimination in Employment – Board Policy 4030
- Non-Discrimination in Employment – Administration Regulation 4030

- Non-Discrimination in Programs and Activities – Board Policy 0410
- Sexual Harassment Employees – Administrative Regulation 4119.11.01/4129.01/4319.01
- Title IX Sexual Harassment Complaint Procedures - Administrative Regulation 4119.12
- Non-Discrimination Harassment (Students) – Board Policy 5145.3
- Non-Discrimination Harassment (Students) – Administrative Regulation 5145.3
- Sexual Harassment (Students) - Board Policy 5145.7
- Sexual Harassment (Students) – Administrative Regulation 5145.7
- Uniform Complaint Procedures – Board Policy 1312.3
    - Uniform Complaint Procedures – Administrative Regulation 1312.3
    - Uniform Complaint Procedures – Administrative Regulation Exhibit 1312.3-E(1)
    - Uniform Complaint Notice – Administrative Regulation Exhibit 1312.3-E(2)
    - Uniform Complaint Form – Administrative Regulation Exhibit 1312.3-E(3)

Information provided here applies to every RCOE school site and all RCOE programs and activities.

Pupil and Public Rights Under Title IX

- You have the right to fair and equitable treatment, and you shall not be discriminated against based on your sex, pregnancy, or related condition.
- You have the right to be provided with an equitable opportunity to participate in all academic and extracurricular activities, including athletics.
- You have the right to have access to a sex/gender equity coordinator, referred to as the Title IX Coordinator (find contact information below), to answer questions regarding sex/gender equity laws.
- You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on sex/gender equity laws.
- You have the right to file a confidential discrimination complaint with the United States Department of Education Office for Civil Rights or the California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- You have the right to pursue civil remedies if you have been discriminated against.
- If you file a discrimination complaint, you have the right to be protected against retaliation (California Education Code § 221.8).

Filing a Complaint

A complaint alleging unlawful discrimination or retaliation must be filed no later than six months from the date the discrimination or retaliation occurred or six months from when the complainant first learned of the unlawful discrimination. The Superintendent or designee may extend this timeline by up to 90 days for good cause upon written request by the complainant setting forth the reasons for the extension.

A student, parent, guardian, employee, individual, or organization may file an oral or written complaint alleging discrimination, harassment, intimidation, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, gender identity, and/or bullying on the basis of a protected characteristic under RCOE's Uniform Complaint Procedure by sending a complaint to RCOE's Title IX Coordinator.

Title IX Coordinator

RCOE's Title IX coordinator oversees compliance with Title IX requirements and promotes sex equity in RCOE programs. For any incidents or concerns related to Title IX, please immediately notify the school site principal, if the issues is not resolved than contact the department/site Title IX Coordinator, or you may contact the RCOE Division of Personnel Services Title IX Coordinator.

Personnel Services Title IX Coordinator
Name: Executive Director, Personnel Services, Dion Clark
Email: DClark@rcoe.us
Phone: (951) 826-6653

For additional resources and information regarding Title IX, please visit the RCOE website at the following

URL: https://www.rcoe.us/departments/personnel-services/title-ix. On the website, you will find Title IX training materials and all related policies.

How RCOE Investigates Complaints
Complaints filed under RCOE's Uniform Complaint Procedure will be investigated, and a decision will be made within sixty calendar days of the RCOE's receipt unless the complainant agrees to an extension. RCOE's compliance officer or designee may conduct the investigation or choose an investigator to interview alleged victims, alleged offenders, and relevant witnesses. The compliance officer and/or investigator may choose to review available records, statements, or notes related to the complaint, including evidence or information received from the parties during the investigation. The compliance officer and/or investigator may visit reasonably accessible locations where discrimination is alleged to have occurred. As appropriate, RCOE's compliance officer periodically will inform the parties of the status of the investigation. The complainant will be notified when a decision is made. Complaints that are not filed under RCOE's Uniform Complaint Procedure will be investigated and decided pursuant to the applicable procedure.

What Happens After the Investigation
The compliance officer will prepare and send a final written decision to the complainant and respondent, if any, within sixty (60) working days of RCOE's receipt of the complaint (unless this deadline is extended by mutual agreement).

The complainant or respondent may appeal RCOE's decision to the California Department of Education within fifteen calendar days. The appeal must specify the reason for the appeal and whether RCOE's facts are incorrect and/or the law is misapplied. It must also include a copy of the original complaint to RCOE and a copy of RCOE's decision.

For complaints alleging unlawful discrimination based on state law, the complainant may pursue available civil law remedies, including seeking assistance from mediation centers or public/private interest attorneys, sixty calendar days after filing an appeal with the California Department of Education. (California Education Code § 262.3.) Note that this sixty-day moratorium does not apply to complaints seeking injunctive relief in state courts or discrimination complaints based on federal law. (California Education Code § 262.3.)
Complaints may also be filed with the United States Department of Education, Office for Civil Rights, within 180 days of the alleged discrimination.

If the compliance officer finds that a complaint has merit, RCOE will take appropriate corrective action. For more information regarding Title IX and sex equity in education or RCOE employment, please contact RCOE's Title IX coordinator.

Uniform Complaint Policy and Procedure – 5 CCR § 4622, EC §§ 234.1, 32289, and 49013
Requires annual written notification to pupils, employees, parents, district advisory committee, school advisory committees, and other interested parties of the school district's uniform complaint process. Notice to include the identity of the person(s) responsible for processing the complaints, the civil law remedies that may be available, and the appeal or review procedures contained in the following sections: 5 CCR 4650, Basis of Direct State Interventions, 5 CCR 4652, Appealing Local Agency Decisions, and 5 CCR 4671, Federal Review Rights. Notice to be in English, and when applicable under EC 48985, the primary language or mode of communication of the recipient.
In compliance with the Safe Place to Learn Act (AB 9, Chapter 723, Statutes of 2011) which became effective on July 1, 2012, school districts may authorize the filing of a uniform complaint to resolve complaints of discrimination, harassment, intimidation or bullying. EC 49013 authorizes the filing of a uniform complaint for noncompliance regarding pupil fees. The California State Board of Education will begin the process of amending and adding to the California Code of Regulations to ensure consistency and clarity in relation to EC 49010-49013 (AB 1575, Chapter 776), which became effective on January 1, 2013. EC 52075 authorizes the filing of a uniform complaint alleging a school district, county office of education, or charter school failed to comply with LCFF requirements related to the LCAP (EC 52060- 52076) or EC

47606.5 and 47607.3.
The Uniform Complaint Procedures apply to the filing, investigation and resolution of complaints regarding alleged: 1) failure to comply with federal or state law or regulations governing adult education, consolidated categorical aid programs, migrant education, vocational education, child care and developmental programs, child nutrition programs and special education programs; 2) unlawful discrimination against any protected group as identified under Education Code (EC) sections 200 and 220 and Government Code section 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance; 3) failure to comply with school safety planning requirements as specified in Section 7114 of Title 20 of the United States Code; 4) unlawful discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics set forth in Section 422.55 of the Penal Code and EC 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, or sexual orientation; 5) unlawful imposition of pupil fees for participation in educational activities in public schools; and 6) failure to comply with the requirements established through the Local Control Funding Formula related to the Local Control and Accountability Plan as described in EC sections 52060 through 52076 or sections 47606.5 and 47607.3.
A complaint must be filed no later than six months from the date the complainant first obtains knowledge of the concern. These uniform procedures require the complainant to submit a written complaint to the district administrator who will coordinate an investigation and response within 60 days of receipt of the written complaint, unless the complainant agrees in writing to extend the time line. If the District finds merit in a complaint, the District shall provide a remedy to all affected pupils, parents/guardians. Contact the RCOE Personnel Office – Risk Management, 3939 13th Street, Riverside, for additional information or assistance.
A complainant may appeal the District's decision to the California Department of Education (CDE) by filing a written appeal within 15 days after receiving the District's decision. The CDE may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in Section 4650 of Title 5 of the California Code of Regulations exists, including cases in which the district has not taken action within 60 days of the date the complaint was filed with the district. If a district is found to have violated a state or federal law and/or regulation, and the District does not take corrective action to comply, then various civil remedies may be available.

Williams Complaint Policy and Procedure – EC § 35186
Requires school districts to use a modified uniform complaint process to help identify and resolve deficiencies related to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, and teacher vacancy or misassignment. Allows for the filing of anonymous complaints. A complainant who identifies himself or herself is entitled to a response upon request.
Requires notice to be posted in classrooms notifying parents, guardians, pupils and teachers of the following:
1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials each pupil, including English learners, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments as defined in paragraphs (2) and (3) of subdivision (h).
4. The location at which to obtain a form to file a complaint in case of a shortage. Posting a notice downloadable from the internet website of the department shall satisfy this requirement.

Every school must provide sufficient textbooks and instructional materials. Every student, including English learners, must have textbooks or instructional materials, or both, to use at home or after school. School facilities must be clean, safe, and maintained in good repair. There should be no teacher vacancies or misassignments. Parents, students, teachers or any member of the public may submit a complaint regarding these issues. However, it is highly encouraged that individuals express their concerns to the school principal before completing the complaint forms to allow the school to respond to these concerns.

Supplemental Uniform Complaint Procedure EC § 35186, Williams

Requires school districts to use a modified uniform complaint process to help identify and resolve deficiencies related to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, and teacher vacancy or mis-assignment. This allows for the filing of anonymous complaints. A complainant who identifies himself or herself is entitled to a response upon request. A copy of the policy and forms for complaint are available from the school sites.

Student Records

Custodian of Records

The principal of each school site or certificated designee shall act as custodian of records for the students enrolled in his/her school (Code of Regulations, Title 5, Section 431). Education Code §49063 requires LEAs to notify parents in writing of rights related to student records. Education Code §49069 mandates procedures for notifying parents of the location of all official student records if not centrally located and the availability of qualified certificated personnel to interpret records when requested.

It is essential that staff members maintain records which objectively and exactly describe student attendance, grades, and behavior, and note other information that may be pertinent.

Parents may request official copies of their students transcripts by contacting their school secretary or attendance registration technician located at the community schools/regional learning centers.

Transferring Student Records

According to AB 1799 (January 1, 2013) and Education Code 49068 (b) and (c), schools are required to transfer mandatory permanent records within 10 school days upon receiving the request from a public school or private school.

Release of Information about Students

No matter how reasonable the request nor how legal the demand appears, requests shall not be honored which involve the release of any information about any pupil or family to anyone other than a person you know to be legally responsible for the care of that pupil. All inquiries and requests in releasing information should be referred to the administration.

Per Education Code §49073, parents must sign a consent form in order for the school to release specific (name, address, telephone number) information about the student to military recruiters (11^{th} and 12^{th} grade only), colleges, or prospective employers. Parents must sign a consent form in order for a school to use a child's name, photograph, or video recording for educational or promotional purposes.

Employees are not permitted to take pictures of students on their personal devices.

Pupil Records – EC §§ 49063 and 49069, 34 CFR 99.7, 20 USC § 1232g

A cumulative record, whether recorded by handwriting, print, tapes, film, microfilm or other means, must be maintained on the history of a pupil's development and educational progress. The District will protect the privacy of such records. Parents/guardians have the right to 1) inspect and review the student's educational record maintained by the school, 2) request that a school correct records which they believe to be inaccurate or misleading, and 3) have some control over the disclosure of information from educational records. School officials with legitimate educational interests may access student records without parental consent as long as the official needs to review the records in order to fulfill his/her professional responsibility. Upon request from officials of another school district in which a student seeks or intends to enroll, the District shall disclose educational records without parental consent.

Parents' request to access their student's educational records must be submitted in a written form to the principal and the school will have five (5) business days from the day of receipt of the request to provide access to the records. Copies of student records are available to parents for a small fee per page. Any challenge to school records must be submitted in writing to the principal. A parent challenging school records must show that the records are 1) inaccurate, 2) an unsubstantiated personal conclusion or inference, 3) a conclusion or inference outside the observer's area of competence, 4) not based on the personal observation of a named person with the time and place of the observation noted, 5) misleading, or 6) in violation of the privacy or other rights of the student. Parents have the right to file a complaint with the United States Department of Education concerning an alleged failure by the District to comply with the provisions of the United States Family Educational Rights and Privacy Act (FERPA) by writing

to: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave., SW, Washington, D.C. 20202-4605.
A parent challenging school records must show that the records are 1) inaccurate, 2) an unsubstantiated personal conclusion or inference, 3) a conclusion or inference outside the observer's area of competence, 4) not based on the personal observation of a named person with the time and place of the observation noted, 5) misleading, or 6) in violation of the privacy or other rights of the student. Parents have the right to file a complaint with the United States Department of Education concerning an alleged failure by the District to comply with the provisions of the United States Family Educational Rights and Privacy Act (FERPA) by writing to: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave., SW, Washington, D.C. 20202-4605.

Release of Pupil Directory Information – EC § 49073
Requires notice to parents or guardians, on an annual basis, of the categories of directory information that the school plans to release and of the persons or agencies who may receive such information. Authorizes parents to preclude release by notifying the school district.
Directory Information includes one or more of the following items: student's name, address, telephone number, e-mail address, date of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent public or private school attended by the student.
No information may be released to private profit-making entity other than employers, prospective employers and representatives of the news media, including, but not limited to, newspapers, magazines, and radio and television stations. Directory information may be disclosed without prior consent from the parent or legal guardian unless the parent or legal guardian submits a written notice to the school to deny access to his/her pupil's directory information. Directory information regarding a pupil identified as a student experiencing homelessness or youth shall not be released unless a parent, or eligible pupil has provided written consent that directory information may be released.

Disclosure of Student Information for Marketing Purposes – 20 USC § 1232h
Requires notification to parents of pupils, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when an activity involving the collection, disclosure, or use of personal information collected from pupils for the purpose of marketing or selling that information is scheduled or expected to be scheduled. Notification to offer parents an opportunity to opt pupils out of participation in the activity.

Pupil Records Obtained from Social Media – EC § 49073.6
Requires a school district, county office of education, or charter school that considers a program to gather or maintain in its records any information obtained from social media, as defined, of any enrolled pupil to first notify pupils and their parents/guardians about the proposed program, and to provide an opportunity for public comment at a regularly scheduled public meeting of the governing board before the adoption of the program. Once a program is adopted, the following information must be provided to parents/guardians as part of the annual notification:
1. Definition of "social media."
2. Assurance that the information gathered or maintained pertains directly to school or pupil safety.
3. An explanation of the process by which a pupil or a pupil's parent/guardian may access the pupil's records for examination of the information gathered or maintained.
4. An explanation of the process by which a pupil or a pupil's parent/guardian may request the removal of information or make corrections to information gathered or maintained.
5. Notice that the information gathered and maintained shall be destroyed within one year after a pupil turns 18 years of age or within one year after the pupil is no longer enrolled, whichever occurs first.

Foster Youth Educational Placement – EC § 48850 *et seq.*
Requires school district educational liaisons to ensure pupils in foster care receive stable school placements which are in the best interests of the child, placement in least restrictive educational programs, access to academic resources, services, and extracurricular and enrichment activities available to all pupils, full and partial credits for coursework taken, and meaningful opportunity to meet state pupil academic achievement

standards.

Free and Reduced-Price Meals – EC § 49510 *et seq.*
EC 48980(b): Requires the annual notification to advise the parent or guardian of the program of free and reduced-price meals prescribed by EC 49510 *et seq.* Free or reduced-price lunches are available at school for pupils whose parents or legal guardians qualify, based on annual household income, and complete the required application form. EC **§** 49520: Requires the school district to provide annual notification of the availability of the program to provide nutritious meals at school for pupils in receipt of public assistance. Local Educational Agencies (LEA) participating in the National School Lunch Program are required to send a Public Media Release (PMR) for Free and Reduced-Price Meals to local media or post in a public place each school year, unless the school is (1) a boarding school, (2) a residential child care institution without day students, or (3) a school that includes food service fees in tuition and all students are provided the same meals per Title 7, *Code of Federal Regulations*, Section 245.5(a). RCOE provides free and reduced-price meals for children served under the National School Lunch Program and School Breakfast Program.

Special Education Child Find – EC § 56301; 20 USC §§ 1401(3); 1412(a)(3); 34 CFR § 300.111(c)(d)
Any parent suspecting that a child has exceptional needs (handicapped) may request an assessment for eligibility for special education services through the school principal. Policy and procedures shall include written notification to all parents of their rights pursuant to EC §56300.

Surveys – EC § 51513
Prohibits the use of tests, questionnaires, surveys or examinations containing any questions about the pupil's personal beliefs or practices in sex, family life, morality, and religion, unless the parent or guardian is notified in writing that the test, questionnaire, survey, or examination is to be administered and the parent or guardian consents in writing. 20 USC 1232h: Provides that no pupil may be required to submit to a survey, analysis, or evaluation that reveals sensitive, personal information (*i.e.*, political affiliations or beliefs, mental or psychological problems, sex behavior or attitudes, illegal, anti-social, self- incriminating, or demeaning behavior, critical appraisals of other individuals with whom respondents have close family relationships, legally recognized privileged or analogous relationships, religious practices, affiliations or beliefs, or income) without the prior written consent of the parent. Requires notification to parents of pupils, at least annually at the beginning of the school year, of the specific or approximate dates when the administration of any survey that reveals sensitive, personal information is scheduled or is expected to be scheduled. Notification to offer parents an opportunity to opt pupils out of participation in the activity.
Requires the school district to develop policy, in consultation with parents, regarding the right of a parent to inspect, upon request, surveys created by a third party or any instrument used in the collection of personal information, the applicable procedures for granting a request for inspection, and arrangements to protect pupil privacy provided by the district in the event of the administration or distribution of a survey that reveals sensitive, personal information. Requires notification to parents of pupils enrolled in schools served by the district of the adoption or continued use of such policies. Notification to be provided annually, at the beginning of the school year, or within a reasonable period of time after any substantive changes in the policy.

Medical Records Sharing – HSC§ 120440
Requires a school district planning to provide information from pupils' medical records to an immunization system to inform students or parents or guardians of the following:
1. Medical information may be shared with local health departments and the State Department of Health Services.
2. The name and address of the State Department of Health Services or of the immunization registry with which the school will share the information.
3. Information shared with local health departments and the State Department of Health Services will be treated as confidential and will only be used to share with each other, and, upon request, with health care providers, schools, child care facilities, family child care homes, WIC service providers, county welfare departments, foster care agencies, and health care plans.

4. The providers, agencies, and institutions will, in turn, treat the shared information as confidential, and shall use it only as specified.
5. The student or parent or guardian has the right to examine any immunization-related information shared in this manner and to correct any errors in it.
6. The student or the parent or guardian may refuse to allow this information to be shared in the manner described, or to receive immunization reminder notifications at any time, or both.
7. After refusal, a physician may maintain access to this information for the purposes of patient care or protecting the public health. After refusal, the local health department and the State Department of Health Services may maintain access to this information for the purpose of protecting the public health.

Release Juvenile Information – WIC § 831

Provides that nothing in these provisions authorizes the disclosure of juvenile information to federal officials absent a court order upon filing a petition, as specified. Provides that nothing in these provisions authorizes the dissemination of juvenile information to, or by, federal officials absent a court order upon filing a petition, as specified. Provides that nothing in these provisions authorizes the attachment of juvenile information to other documents given to, or provided by, federal officials absent prior approval of the presiding judge of the juvenile court. Specifies that "juvenile information" includes the juvenile case file and information related to the juvenile, as specified.

Student Cumulative Record Folders

The office maintains the permanent student records (PSR) of all students. If a student is having difficulty in class, there may be information in the PSR which may be of help. Teachers are encouraged to review PSRs in order to gain valuable information to assist in the education of students. Do not remove any item currently in the file and do not remove the file from the office.

Persons Authorized Access to Student Records: A school is not authorized to permit access to pupil records to any person without written parental consent. Parental consent is not required when information is shared with other persons within educational institutions, agencies or organizations obtaining access, so long as those persons have a legitimate interest in the information.

The following shall have access to student records within five days following the date of the request:

1. Natural parents, adoptive parents, or legal guardians of students younger than age 18.
2. Adult students.
3. Those authorized in compliance with a court order. If lawfully possible, the district shall first give the parent/guardian or adult student three days notice, telling who is requesting the specific records.

The following persons or agencies shall have access to those particular records which are relevant to the legitimate educational interests of the requester:

1. Federal, state and local officials, as needed for program audits or compliance with law.
2. Parent/guardian of pupil over 18 who is dependent.
3. A pupil 16 years of age or older having completed the 10th grade.
4. School officials and employees.
5. School Attendance and Review Board members and involved school officials and employees.
6. Officials or employees of other public schools or school systems where educational programs leading to high school graduation are provided.
7. County child welfare services workers responsible for the case plan of a minor who is being placed in foster care.

Under state and federal law, parents have an absolute right to the content of their child's education records (Education Code §49061, 20 U.S.C Section 1232g). The only time that a parent can block the other parent's access to such records would be through a court order. If parents are divorced, only parent having legal custody may challenge content of record (Education Code 49070), offer written response to record (Education Code 490702), or consent to release records to others (Education Code 49075).

Procedure for Access to Student Records: Records must be kept locked when not under the direct supervision of the person appointed by the principal. Access may be acquired after they have filled out the form, "Request for Review or Copies of Records." Access will then be arranged within five days. Records may be reviewed in the presence of an administrator or administrator designee. After reviewing the records the person must sign in on an access log, which should be kept in the file.

Social Security Numbers – EC §§ 49076.7 and 56601

Prohibits a local educational agency from collecting or soliciting social security numbers or the last four digits of social security numbers from students or their parents.

Student Registration Procedures

Registration

Students begin the registration process by calling and setting an appointment with one of our attendance registration technicians located at our regional learning centers. Students will need to bring the following documents with them to their registration appointments:

- Transcripts
- Immunization Records
- Proof of age shall be required of all enrolling students. The legal evidence of age, in order of desirability, are birth certificate, baptismal certificate, passport, immigration certificate, Bible record, or affidavit from parent/guardian.
- Probation Office Referral (if they are on probation)
- District Referral (for Community School Program unless Foster Youth)
- Expulsion Packet/Terms (if they are expelled)
- Individualized Education Plan (IEP) (if they are a Special Education student)
- Psychological Report (if they are a Special Education student)

Parents/Guardians are required to attend the registration appointment with their student. The student will be informed when and where to report for their first day of school. Foster Youth and Homeless Youth must be enrolled regardless of the lack of academic records, proof of residency, medical records, and immunization records.

Enrollment

The student's actual enrollment will begin when the student reports to school on his/her first day. Please review the Annual Notification of Parent Rights and Responsibilities and RCOE's registration materials for required immunizations and documents for enrollment.

Community School Expelled Student Referral (Riverside County Expelled Student Plan)

School Districts complete a Riverside County Office of Education Community School Referral for each student who is recommended for enrollment in the RCOE Community School program each year. The RCOE Community School program includes the classroom-based program for expelled students or SARB/DARB referred students, independent study, and the program for parenting teens (formerly Cal-SAFE). The LEA shall specify the date of review of readmission to the school district on the Community School Referral for students who are expelled. The Riverside County Office of Education is not legally responsible to continue service with a student and may refer back to the district of residence to determine placement.

For students with an identified disability, a local education agency representative must consult with a representative from the Riverside County Office of Education Alternative Education program, if this program may be considered as a placement option by the IEP team. A representative from the Alternative Education program must be in attendance at the IEP team meeting when placement decisions are made for the Alternative Education program. All psychological assessments for referred students must have been conducted within the past two years.

Caregiver Authorization (Family Code 6550 and RCOE AR 5141)

Persons 18 years of age or older who file with RCOE a completed caregiver's authorization affidavit shall have the right to enroll a minor in school and consent to school-related medical care for a student (valid for one year). School-related medical care is medical care that is required as a condition for school/program enrollment, including immunizations, physical examinations, and medical exams conducted by RCOE for students.

Homeless Children (McKinney-Vento 2001 Reauthorization and RCOE AR 5111.13)

Children who do not reside in a permanent, fixed residence shall be admitted to RCOE schools/programs. According to section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)),

the term "homeless children and youths"—

(A) means individuals who lack a fixed, regular, and adequate nighttime residence...; and

(B) includes—

(i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;

(ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

(iv) migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Immunizations – HSC §§ 120325, 120335, 120338, 120365, 120370, and 120375

The County Superintendent of Schools or designee shall not unconditionally admit any student to a County Office of Education elementary or secondary school, preschool, or child care and child development program for the first time nor after July 2016, admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases:

1. Measles, mumps, rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis
4. Hepatitis B vaccine
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other diseases designated by the CDPH

However, full immunization against hepatitis B shall not be a condition by which the County Superintendent or designee shall admit or advance any student to grade 7.

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the County Office of Education shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized.

Exemptions from one or more immunization requirements shall be granted under any of the following circumstances:

1. The parent/guardian files with the County Office of Education a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to family medical history, for which the physician does not recommend immunization.
2. Beginning January 1, 2016, parents of students in any school, will no longer be allowed to submit a personal beliefs exemption to a currently required vaccine. A personal beliefs exemption on file at school prior to January 1, 2016, will continue to be valid until the student enters the next grade span at kindergarten (including transitional kindergarten) or 7th grade. The immunization requirements do not prohibit students from accessing special education and related services required by their individualized education programs.
3. Students are not required to have immunizations if they attend a home-based private school or an independent study program and do not receive classroom-based instruction. However, parents must continue to provide immunizations records for these students to their schools.

Conditional Enrollment: The County Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that:

1. The student has not received all the immunizations required for his/her age group but has

commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission.

2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The County Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all remaining doses as specified in 17 CCR 6035.

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered.

The County Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until the student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received.

The County Superintendent or designee shall immediately enroll students experiencing homelessness, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or County Office of Education staff shall work with the student's prior school to obtain the students immunization records or shall ensure that he/she is properly immunized.

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemption" above.

Before an already admitted student is excluded from school attendance because of lack of immunization, the county Superintendent shall notify the parent/guardian that he/she has 10 school days to supply evidence of proper immunization or an appropriate exemption. The notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any.

The County Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provided written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or site administrator.

Exclusion Due to Exposure to Disease: If the County Office of Education has good cause to believe that a student has been exposed to a disease listed in section "Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from school until the local health officer informs the County Office of Education in writing that he/she is satisfied that the student is no longer at risk of developing or transmitting the disease.

School Admissions: Pupil Residency: Pupils of Departed Parents: School District Reimbursement - SB 257

Deems that a student meets residency requirements for school attendance in a school district if he or she is a student whose parent was a resident of California and has departed California against his/her will.

Pupil Enrollment: Military Dependents - SB 455

Provides that a pupil complies with residency requirements if the pupil's parent is transferred or is pending transfer to a military installation within the state while on active military duty pursuant to an official military order, and requires a parent to provide proof of residence in the school district within 10 days after the published arrival date provided on official documentation.

Procedures for a Safe and Orderly Learning Environment

Also located in Safe School Plan and Emergency Operation Plan (Maintained in the School Office).

Air Quality Reports

During times of heightened air pollution (especially spring, summer, and fall) RCOE (OSS, Safety Emergency Management) sends out a daily air quality report obtained from local government sources. This report makes recommendations of individual physical activity based upon the current air quality. Each school uses this to limit outside activities, especially physical education, to protect the health of our

students and staff. When air quality reaches Pollutant Standard Index of 138 or higher or if the temperature reaches 100 degrees Fahrenheit or above, physical activity shall be limited by students.

Canine Detection
RCOE strongly believes in safe campuses and all students are behaving in a responsible manner. The purpose of the canine program is to serve as a deterrent to students who might bring harmful items on to campus and to provide all students and staff with a safe environment. Each RLC participates in random canine inspections using non-aggressive detection canines certified to detect illicit drugs, alcoholic beverages, and gunpowder.

Child Protective Services (CPS) Reporting
As mandated reporters, the staff at each school follows child abuse reporting guidelines set forth in the Child Abuse Reporting Law, which requires a telephoned report of suspected child abuse to a child protective agency as soon as practically possible. In addition, a follow-up written report is required within 36 hours of receiving the information concerning the incident (Pen. Code, 11166, subd. (g)).
School staff (certificated and classified) are mandated reporters of child abuse/neglect (Penal Code 11166). Child abuse includes physical abuse, physical neglect, sexual abuse, emotional abuse, and emotional deprivation. The law requires educators to make a report if they have a reasonable suspicion or if they directly observe evidence or have knowledge of abuse. Educators must report any child abuse/neglect by telephone and follow up with a written report within 36 hours. Failure to make a written report is a misdemeanor (Penal Code 11172) and may result in a loss of credential (Education Code §44421). Education Code §49380 and §44691 specify training and reporting requirements.
As mandated reporters, the staff at each Regional Learning Center follows child abuse reporting guidelines set forth in the Child Abuse Reporting Law, which requires a telephoned report of suspected child abuse to a child protective agency as soon as practically possible. In addition, a follow-up written report is required within 36 hours of receiving the information concerning the incident (Pen. Code, 11166, subd. (g)).
As a mandated reporter, any staff member who reasonably suspects that child abuse has occurred must provide his or her name and the following information when making the telephone report to a child protective agency:

- Name of the child.
- Present location of the child.
- Nature and extent of injury.
- Any other information, including that which led the person to suspect child abuse, requested by the child protective agency (Pen. Code, 11157, subd. (a).).

The written report is filed on Department of Justice Forms SS 8572 and SS 8583, which are obtained from county welfare and probation departments and local law enforcement agencies. Medical personnel then complete a special, uniform reporting form developed by the Attorney General, entitled "Medical Report – Suspected Child Abuse" (DOJ 900). Links to all forms can be found on the RCOE webpage.

Hazardous Materials
Keenan & Associates conducts an annual Hazardous Materials Inventory and Inspection throughout the Riverside County Office of Education. RCOE has adopted an Integrated Pest Management (IPM) policy with regards to pest management on RCOE property and complies with the notification, posting, recordkeeping and all other requirements of the Healthy Schools Act.

Physical Control and Corporal Punishment
An educator may exercise physical control over a pupil and shall not be subject to criminal prosecution when it is reasonably necessary to maintain order, protect property, or protect the health and safety of pupils. In no event should the amount of physical control be greater than necessary for intended purposes (Education Code §44807). Corporal punishment is prohibited in all public schools in California (Education Code §49001).

Positive Behavioral Interventions and Supports (PBIS)
Positive Behavioral Interventions and Supports (PBIS) is a proactive approach to establish the behavioral supports and social culture for all students in a school to achieve social, emotional and academic success. Teachers emphasize positive communication and make meaningful connections with students. Teachers use proximity control and intervene early in any escalation cycle. Teacher responses are positive comments or actions to students who demonstrate favorable behavior. A high rate of positive responses is typically defined as 4:1, that is a minimum of four positive responses to every one negative response. Instructors create a positive environment by frequently responding positively to students for appropriate and correct responding or performance. The instructor emphasizes the appropriate behavior and increases the likelihood that the student will repeat the behavior. Teachers respond positively with enthusiasm and sincerity. Positive responses are most effective when they are perceived by the student as sincere. The tone of voice and level of enthusiasm help increase the variety and effectiveness of positive responses. PBIS Strategies:

- Safety-Respect-Responsibility posted and communicated regularly.
- Classroom Social Contracts posted and followed.
- Students greeted at the door.
- Every student called by name. Staff remembers information about every student.
- Student work posted everywhere.
- Automated telephone messages sent to parents regularly.
- Anti-bullying culture promoted.
- Behavior matrix categories posted and taught.
- Behavior contracts used with students who need extra support.
- Behavior referral protocols in place.
- Incentive systems developed for academic effort, appropriate behavior, and attendance.
- Review of data: suspensions, attendance, office referrals.
- Assemblies, clubs, activities, guest speakers, events coordinated.

Procedure for Leaving School/Student Pick-Up
When it is necessary to pick a student up during school hours, the parent/guardian is required to go to the office and present a picture ID in order to check the student out of school. Only persons whose name appears on the student's emergency card will be allowed to check the student out of school.

Protocol for Verbal or Written Threats of Suicide by Students
All staff members respond immediately if a student threatens suicide verbally or in writing by notifying the principal or counselor. Behavioral Health Staff/Counselors and/or principals will notify law enforcement. The policy specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license (Refer to RCOE Alternative Education Suicide Prevention Plan).

Required Notification to Teachers
State law (Education Code §49079 and Welfare and Institutions Code 827) requires that teachers be notified of students who have committed certain offenses. All information is to be kept strictly confidential.

Workplace Violence Reporting
As a result of California Senate Bill 553 (SB 553), all employers are required to establish, implement, and maintain a written Workplace Violence Prevention Plan (WVPP) no later than July 1, 2024. The Workplace Violence Prevention Plan and Workplace Violence Incident Report Form is readily available to access on the RCOE Risk Management website.
This WVPP is intended to supplement RCOE's Comprehensive School Safety Plan developed pursuant to Education Code § 32281 and the general Injury and Illness Prevention Program (IIPP) required by 8 CCR § 3203. This WVPP is in effect at all times in all work areas.
The primary objective of the WVPP is to prevent and/or eliminate workplace violence as follows:

- Establish and maintain an effective WVPP.
- Provide a safe working environment.
- Establish policies, training and communications to improve workplace violence prevention.
- Provide written records of workplace violence incidents and investigations, in accordance with the Plan.

Releasing Students to Law Enforcement (Education Code §48906)
When a principal or other school official releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer, and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, as defined in Section 11165.6 of the Penal Code, or pursuant to Section 305 of the Welfare and Institutions Code. In those cases, the school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held, or that the disclosure would cause the custody of the minor to be disturbed, the officer may refuse to disclose the place where the minor is being held for a period not to exceed 24 hours. The officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held at a subsequent detention hearing.

Restricted Campus
Riverside County High School is a closed campus. Students may not leave the campus without a parent/guardian or emergency contact coming to the school and signing the student out for an approved reason (e.g., illness, injury, medical appointment, serious illness of a family member, death of an immediate family member, court appearance, observance of a religious holiday or ceremony, etc.). If the parent/guardian is not able to pick up the student, students must bring a note from the parent/guardian in order to leave campus during the school day. A phone number where the parent/guardian can be reached should be written on the note to enable the school to verify the note with the parent/guardian.

Safe Place to Learn Act (EC §§ 234 and 234.1)
It is the policy of the State of California to ensure that all local education agencies continue to work to reduce discrimination, harassment, violence, intimidation, and bullying. It is further the policy of the state to improve pupil safety at schools and the connections between pupils and supportive adults, schools, and communities. As such, school districts must adopt policies and procedures that address the following:

1. A policy that prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics set forth in PC 422.55 and EC 220, and disability, gender, gender identity,

gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

2. A policy that applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district.
3. A process for receiving and investigating complaints of discrimination, harassment, intimidation, and bullying that shall include, but not be limited to all of the following:
   (a) A requirement that, if school personnel witness an act of discrimination, harassment, intimidation, or bullying, he or she shall take immediate steps to intervene when safe to do so.
   (b) A timeline to investigate and resolve complaints that shall be followed by all schools under the jurisdiction of the school district.
   (c) An appeal process afforded to the complainant should he or she disagree with the resolution of a complaint filed.
   (d) Maintenance of complaints and their resolution for a minimum of one review cycle.
   (e) Manner to ensure that complainants are protected from retaliation and that their identities remain confidential, as appropriate.

School Visiting Procedures - Visitors on Community School Campuses

All visitors and outsiders, as defined in law, local policy of the host school, and administrative regulations, shall register immediately upon entering any school building or grounds. Parents/Guardians and members of the media (including a publisher, editor, reporter, or other person connected with or employed by a newspaper, magazine, other periodical publication, press association or wire service, radio station, or television station) shall register upon entering school premises during school hours (95 Ops.Cal.Atty.Gen. 509, 1996). When a Riverside County Office of Education class/program is located on a school district site, the policy and guidelines of the host school shall prevail for this purpose.

Unless otherwise directed by the site administrator or designee, a staff member shall accompany visitors/outsiders while they are on school grounds. The site administrator or designee shall provide a visible mean of identification for all individuals, including parents/guardians, who are not students or staff members while on school premises. Volunteers, visitors, parents/guardians, substitute employees, vendors and contractors shall wear a badge or other visible means of identification for the duration of their time on school premises. Students and staff should wear visible means of identification, if available.

The County Office of Education encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the County Office of Education's complaint processes if they have concerns with any County Office of Education program or employee. In accordance with Penal Code 626.7, the site administrator or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds. The County Office of Education recognizes that under California law, any person whose conduct materially disrupts classwork or extracurricular activities or causes a disturbance on school grounds may be guilty of a misdemeanor and subject to fine, imprisonment, or both. When such conduct occurs, the County Superintendent of Schools may take action leading to the imposition of these penalties.

Possession of unauthorized dangerous instruments, weapons or devices is prohibited on school premises, on any public right-of-way immediately adjacent to school property, or any other place where a teacher and student(s) are required to be in a connection with assigned school activities.

Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)

1. A student of the school, unless currently under suspension.
2. A County Board of Education member or County Office of Education employee.
3. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request.
4. A representative of a school employee organization who is engaged in activities related to the representation of school employees.
5. An elected public official.

In order to register, an outsider shall, upon request, furnish the site administrator or designee with the following information: (Penal Code 627.3)

1. Name, address, and occupation.
2. Age, if less than 21.
3. Purpose for entering school grounds.
4. Proof of identity.
5. Other information consistent with the provisions of law.

The site administrator or designee may refuse to register any outsider if he/she reasonably concludes that the individual's presence or acts would disrupt normal school operation; threaten the health and safety of students or staff; would result in damage to property; or would result in the distribution or use of a controlled substance. The site administrator or designee or school security officer may revoke any outsider's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff (Penal Code 627.4). If such a person is a parent/guardian, appropriate consideration and accommodations will be made with respect to their legal right to participate in their student's education.

When an outsider fails to register, or when the site administrator or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When an outsider is directed to leave, the site administrator or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment (Penal Code 627.7).

Any person who is denied registration or whose registration is revoked may appeal to the County Superintendent or site administrator by submitting, within five dates after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the County Superintendent or site administrator shall promptly mail a notice of the hearing to the person requesting it. A hearing before the County Superintendent or site administrator shall be held within seven days after receipt of the request. (Penal Code 627.5).

School Visiting Procedures-Presence of a Registered Sex Offender on Campus - EC §§ 49091.10 and 51101

Parents/guardians, including those who are required to register as sex offenders, have a prescribed right to be involved in the education of their children. Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a County Office of Education student, shall only enter upon school grounds for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee. As necessary, the site administrator shall consult with local law enforcement authorities and/or legal counsel before allowing the presence of any such person at school or other school activity. The site administrator also shall report to the County Superintendent or designee anytime he/she gives such written permission. The principal shall indicate on the written permission the date(s) and times for which permission has been granted.

Any person required to register as a sex offender pursuant to Penal Code 290, including parent/guardians, shall only enter upon school premises for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee (Penal Code 626.81). The County Superintendent, site administrator, or designee shall make the determination regarding whether to grant access, for what purpose, and the duration of such access, based upon available information and upon consultation with local law enforcement authorities or legal counsel, if necessary. If a registered sex offender is granted written permission and has lawful business to enter upon school premises, he/she shall be accompanied by the site administrator or designee at all times while on school grounds.

Sexual Harassment

Each regional learning center adheres to the guidelines on sexual harassment set forth by the Riverside County Office of Education. The Board of Education prohibits sexual harassment in the working environment of RCOE employees or applicants by any person in any form. Sexual harassment of or by any employee is not tolerated. The Board considers sexual harassment to be a major offense, which may result in disciplinary action or dismissal of the offending employee or suspension/expulsion of any offending student.

It is the policy of the Riverside County Office of Education that sexual harassment is unacceptable conduct in the workplace and is not tolerated. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or education setting (Education Code §212.6).
Sexual harassment guidelines apply to school personnel, as well as students. Kindergarten through third grade students are not responsible for their behavior according to California State Law. However, students in fourth through fifth grade are subject to all legal actions under the law.
Purpose: The purpose of the policy is to provide the work environment free of sexually harassing conduct or behavior and to provide uniform guidance and procedures on this subject. The site administrator has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes discussing the RCOE's harassment policy with his/her students and/or employees and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of sexual harassment.

Student Behavior

The Student-Parent Handbooks delineates the expectations for student behavior and consequence for rule infractions.

Student Dress Code

The Student-Parent Handbooks delineates the required dress code for students.

Student ID Cards and Parking Permits

Students in alternative education programs are required to have identification cards (ID) when they are on campus. Students who drive cars on campus are required to provide a copy of their driver's license and automobile insurance in order to obtain a parking permit.

Suspension from Class by Teacher (Education Code §48910)

A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school/site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.
A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended. A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

Emergency Procedures

Emergency Operation Plan

Each school's Emergency Operation Plan (EOP) meets the guidelines of the California's Standardized Emergency Management System (SEMS) and has developed, in consultation with public safety agencies (law enforcement, fire, public health), an "All Hazards" approach for mitigation, preparedness, response and recovery. School EOPs address, at a minimum, the following types of emergencies and disasters and protective measures to be taken before, during, and after:

1. Fire on or off school grounds which endangers students and staff.
2. Earthquake or other natural disasters.
3. Environmental hazards.
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group.
5. Bomb threat or actual detonation.
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities.
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak.

For detailed instructions and list of hazards, refer to RCOE ANNEX A to RCOE Emergency Operation Plan for a complete list of Hazard Emergency Response

The site administrator acts as the Incident Commander, with the principal's designee to be appointed in the event that the Incident Commander is unable to perform his/her duties. To ensure accountability for emergency response procedures, personnel are assigned specific duties to perform in the event of emergencies. These include turning off water, gas, and electricity. Drills are conducted regularly using an Incident Action Plan to pre-plan and determine the object of the drill, along with After Action Reports to document lessons learned.

Each regional learning center works with RCOE to update the emergency plan and incorporate the National Incident Management System (NIMS), which includes staff trained in the following Federal Emergency Management Agency (FEMA) courses: IS 100 (Incident Command System), and IS 700 (NIMS) During disasters, pre-determined areas will identify the various stations (i.e., student holding, command post, and student release).

Fires: When a fire is discovered in any part of the school, the following actions shall be taken:

- The principal or designee shall sound fire signals, unless the school and/or building are equipped with an automatic fire detection and alarm system.
- The principal or designee shall call 911.
- All persons shall be directed to leave the building and shall proceed outside to a designated assembly area.
- Staff shall give students clear direction and supervision and help maintain a calm and orderly response.
- In outside assembly areas, teachers take roll, report missing students, and provide assistance to any injured student.
- In outside assembly areas, the principal or designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff.
- If the fire is extensive, students shall be taken to an alternative location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

Fire Drills: Each regional learning center holds fire drills on a regular basis- Education Code 32001 states that every person and public officer managing, controlling, or in charge of any public, private, or parochial school, other than a two-year community college, shall cause the fire alarm signal to be sounded not less than once every calendar month and shall conduct a fire drill at least once every calendar month at the elementary level and at least four times every school year at the intermediate levels. A fire drill shall be held at the secondary level not less than twice every school year.

- The principal shall notify the staff as to the schedule for fire drills.
- Whenever a fire drill is held, all students, teachers, and other employees shall be directed to leave the building (5 CCR 550).

- Teachers shall ascertain that no student remains in his/her classroom and the building.
- Teachers and/or campus security supervisors shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
- The principal/designee and/or campus security supervisor shall keep a record of each fire drill conducted, complete RCOE's Fire Drill After Action Report, and file a copy of this record with the office of Superintendent or designee. Refer to RCOE School Site Emergency Drills and Procedures Reference Guide #009.

Earthquake Drills: Earthquake emergency procedures include the school building Emergency Operation Plan (EOP), drop and cover procedures, dates/times of drop procedure drills held once each quarter in elementary; once each semester in secondary schools, protective measures to be taken before, during, and after an earthquake, a program to ensure that pupils and both certificated and classified staff are aware of and are trained in the earthquake emergency procedure system.

Earthquake Drill Procedures:

A drop/cover/hold-on procedure in which students and staff members:

- Principal/Designee announces to drop to the ground and take cover.
- Students and staff take cover by getting under a desk or table.
- Hold on until the all clear signal is announced.
- Evacuate only if directed.

Specific Steps for the Drill:

1. Via the public announcement (PA) system, alarms, or verbal direction (in the event of a real earthquake, your signal will be the beginning of shaking itself):
   - Announce that the earthquake drill has begun and to *Drop, Cover, and Hold On.*
   - Suggest that while dropping under a sturdy desk or table, students and teachers look around at what would be falling on them in a real earthquake. These items should be secured or moved after the drill.
2. After at least one minute, announce that the shaking is over.
3. Based upon your school disaster plan, have teachers, students, and staff follow school evacuation procedures according to the school disaster plan.
4. When the shaking has stopped (or when the all clear bell rings) IMMEDIATELY and before teachers exit their rooms, take ten seconds to look around, make a mental note of damage and dangers, check to see if any students are injured. If immediate help can be given to open airway, stop serious bleeding, or put out a small fire, do so. Ask responsible students to assist lightly injured. Non-ambulatory injured should be reassured and wait for treatment where they are, unless it is more dangerous to remain.
5. Teachers take their classroom roll books and classroom emergency kits to the evacuation area. Make sure these stay with the person actually escorting the class to the Emergency Assembly Area (EAA).
6. Staff use the buddy system. Classes should exit in pairs with one teacher in front and one in the back. Take a few seconds to check briefly with the teacher in the classroom to the left, to the right, and across the hall to see if they are in need.
7. In the absence of an instructional assistant, teachers need to be prepared to take a class of a colleague while that teacher assists with any injuries or in the duties assigned to them. Escort class(es) to their designated place in the EAA.
   - Use the suggested routes on your evacuation map or alternate route if your route is blocked or unsafe.
   - Everyone is to stay together and quickly and quietly evacuate following four Evacuation Rules: Don't talk. Don't push. Don't run. Don't turn back.
   - Select two responsible monitors to lead, carefully checking that the evacuation route is clear. You bring up the rear, seeing that everyone is together.

- Check that exit routes are clear. Move directly away from the building when exiting. Children should cover their heads with their bag or book. Do NOT use any elevators. For detailed instruction, refer to ANNEX H, to RCOE Emergency Operation Plan

Shelter in Place: One of the instructions you may be given in an emergency where hazardous materials may have been released into the atmosphere is to shelter-in-place. This is a precaution aimed to keep you safe while remaining indoors.

Specific Steps to Shelter-in-Place at School:

- Close the school. Activate the school's emergency plan. Follow reverse evacuation procedures to bring students, faculty and staff indoors.
- If there are visitors in the building, provide for their safety by asking them to stay – not leave. When authorities provide directions to shelter-in-place, they want everyone to take those steps immediately, where they are, and not drive or walk outdoors.
- Provide for answering telephone inquiries from concerned parents by having at least one telephone with the school's listed telephone number available in the room selected to provide shelter for the school secretary, or person designated to answer these calls. If the school has voicemail or an automated attendant, change the recording to indicate that the school is closed, and that students and staff are remaining in the building until authorities advise that it is safe to leave. There should be a way to communicate among all rooms where people are sheltering-in-place in the school.
- Provide for a way to make announcements over the school-wide public address system from the room where the top school official takes shelter.
- If children have cell phones, allow them to use them to call a parent or guardian to let them know that they have been asked to remain in school until further notice, and that they are safe.
- Provide directions to close and lock all windows, exterior doors and any other outside openings.
- If you are told there is danger of explosion, direct that window shades, blinds or curtains be closed.
- Have employees familiar with your building's mechanical system turn off all fans, heating and air conditioning systems. Some systems automatically provide for exchange of inside air with outside air – these systems, in particular, need to be turned off, sealed or disabled.
- Gather essential disaster supplies, such as nonperishable food, bottled water, battery-powered radios, first aid supplies, flashlights, batteries, duct tape, plastic sheeting and plastic garbage bags.
- Bring everyone into the room. Shut and lock the door.
- Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around doors and any vents into the room.
- Write down the names of everyone in the room, and call your schools' designated emergency contact to report who is in the room with you.
- Listen for an official announcement from school officials via the public address system, and stay where you are until you are told all is safe or you are told to evacuate. Local officials may call for evacuation in specific areas at greatest risk in your community.

Lockout and Lockdown**:** Lockouts and Lockdown procedures may be issued in situations involving dangerous intruders or other incidents that may result in harm to persons inside at an RCOE facility. For detailed instructions, refer to ANNEX H in the RCOE Emergency Operation Plan.

Definition

Lockout (Level 1**):** This is when a threat that is off site that does not directly involve the school or students. A Lockout Level 1 stops people from going on or off campus. *Examples:* A scenario could be triggered by a nearby arrest or search warrant being conducted, often triggered by notification from law enforcement; *High Speed chases; suspicious activity off-campus, etc...*

Lockout (Level 2): This is when a threat to a school is made or information is presented that an event could potentially affect the school site. A Lockout Level 2 calls for staff and students to stay in the classrooms with unsupervised movement on campus prohibited. *Examples include events occurring with the vicinity of the school, fugitive in the area, etc….*

Lockdown (Level 3)**:** There is a direct threat to the school and the safety of the school and those inside are at risk. A Lockdown Level 3 mandates that all students and staff stay in locked classrooms. *Examples include Active Assailant, hostage situations, or a direct knowledge of a planned event, etc…)*

Procedures to follow:

- Lockout - Level 1
  - Verbal Command is Lockout - Level 1
  - Lock all exterior doors except for the main entrance.
  - Limit vehicle access to a single point of entry if possible.
  - Keep all classroom doors locked when possible.
  - Keep blinds open for increase awareness.
  - Classroom activity is to remain NORMAL.
- Lockout - Level 2
  - Verbal Command is Lockout Level 2.
  - Lock all exterior doors.
  - Keep blinds open for increase awareness.
  - Secure all vehicle access gates, if safe to do so.
  - All classroom doors are to remain locked and hall activity is to be limited during class.
  - Classroom activity is to remain normal.
- Lockdown - Level 3
  - Verbal Command is Lockdown.
  - Lock all doors and access onto school compound.
  - Doors are not to be opened for anyone. Officials who may need access have keys.
  - All classroom activity is to stop.
  - Assembly in designated "safe areas" of the classroom.
  - Turn off lights.
  - Conceal yourself from view.
  - Use furniture to barricade entrances, if safe to do so.
  - Staff and students are to remain out of sight away from windows and in a protected area until the "all clear" call is communicated by the administration office or law enforcement.

Active Shooter Protocols (Active Assailant)

During an active assailant incident, staff and students must quickly determine the most reasonable way to protect their own life. The primary purpose is to prevent, reduce or limit access to potential victims, and to mitigate the loss of life. Training on the FBI's "Run, Hide, and Fight" protocol is implemented at all sites.

Run, Hide, Fight Procedures

Run	Hide	Fight
• If there is an accessible escape path, attempt to evacuate. • Have an escape route and plan in mind. • Take others with you, but do not stay behind because they refuse to leave.	• If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. • Take steps to prevent the active shooter from entering your hiding place: o Lock and blockade doors. o Your hiding place should not trap you or restrict your options for movement.	• This should be done as a last resort, and only when your life is in imminent danger. • Acting as aggressively as possible, attempt to disrupt or incapacitate the shooter. • Throw items and improvise weapons.

Adaptations of Routine and Emergency Procedures for Students with Disabilities
Individualized emergency procedures have been incorporated into the student's IEP, discussed with the youth's parents/guardians, and reviewed with the principal, teachers, and site support staff. The needs of the students with disabilities will be reviewed with the first responders during an emergency. Refer to RCOE ANNEX L (Access and Functional Need Students Plan) for additional information.

Search and Seizure
School administrators may search individual students, their property and County Office of Education property under control, when reasonable suspicion that the search will uncover evidence that the student is violating the law, County Office of Education policy, administrative regulation, or other rules of the County Office of Education or school. Employees shall not conduct strip searches or body cavity searches of any student (Education Code §49050). Searches shall be conducted in the presence of at least one other County Office of Education employee. The site administrator/designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search. Administrators and staff shall not search cell phones. Law enforcement will be contacted if contraband is discovered.

Maintenance and Repair

Custodians
Please channel all special requests for custodial services through the principal. If there is an emergency of a custodial nature, call the office and the custodian will be summoned. Remember that the custodian is only responsible for the routine clean-up of the classrooms including emptying the trash, vacuuming the carpet, washing the sink, filling the towel bin, filling the soap dish, and sweeping the floor. Teachers should make sure that the floor is clean and neat at the end of each class period and that the desks are free of writing. If the classroom has separate chairs, make sure they are on the desks or tables or stacked neatly at the end of the day. Inform the principal if the classroom is not cleaned adequately.

Maintenance and Repair
Any classroom items needing repair should be reported to the office in writing, unless it is an emergency. A written work order will be sent to the district maintenance office requesting repair which cannot be accomplished by our custodial staff.

Parent Involvement

Parent Rights
Parent rights and responsibilities are provided to families annually at registration and are detailed in RCOE Administrative Regulation 5020.

Parent Involvement Policy
The local governing board has adopted and is implementing a policy on parent involvement. The LEA receiving Title I, Part A funding has developed jointly with, agreed to, and distributed to parents a written parental involvement policy describing how the LEA:

(a) Involves parent in the joint development of the LEA Plan and in the process of school review and improvement.
(b) Provides coordination, technical assistance, and other support to assist schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance.
(c) Builds school and parent capacity for strong parental involvement.
(d) Coordinates and integrates Title I, Part A parental involvement strategies with parental involvement strategies of other programs.
(e) Conducts, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in Title I activities, uses the findings of the evaluation to design strategies for more effective parental involvement; and revises, if necessary, the Title I parental involvement policies. Involves parents in activities of schools served by Title I.

1.1 The LEA policy on parent involvement for all students (Title I and non-Title I) in the LEA is consistent with the following goals and purposes:

(a) Help parents develop skills to use at home that support their children's academic efforts and social development.

(b) Provide parents with techniques and strategies that may utilize to improve their children's academic success and to assist their children in learning at home.

(c) Build consistent and effective communication between the home and the school so parents may know when and how to assist their children in learning at home.

(d) Train teachers and administrators to communicate effectively with parents.

Alternative Education Course Credit Approval
Rationale for Exceeding 30 Credit Semester Limit

Teacher Name:_____ Date:_____

Principal Name:_____ School:_____

Course Requested to Exceed Limit:_____ Course Number:_____

Process for Awarding Credits Each Semester
Courses are based on 5 credits per semester. Semester credits (5 credits per course) will not be awarded before the end of the semester. This form is requesting an additional course which would exceed the 30 credit limit per semester. ***One form is required for each course requested over the 30 credit limit.***

Courses completed outside of the 360-minute school day (online credit recovery, independent study (with Master Agreement, Weekly Assignment Logs, and Daily Engagement Logs), physical education with documentation, Work Experience, CTE courses, Dual Enrollment or Concurrent Enrollment in college classes) will not require a form.

Student Data Justifying Exceeding the 30 Credit Course Limit (Completed by Principal at the beginning of term):

Date/Time Span	July 1 to Mid-August	Fall Semester Mid-August to Mid-December		Spring Semester January 1 to end of May		June 1 to June 30
Maximum Credits	Up to 10 credits	30 credits		30 credits		Up to 10 credits
Approval for additional credits over 30 requires prior written approval from the central office administrator *(must be submitted and approved prior to scheduling student)* Principals monitor teacher lesson plans, student assignments, grades, and credits in Aeries before submitting request.		**Metric**	**Student Data**	**Metric**	**Student Data**	
		Student Achieve 3000 or NWEA scores (grade-level)		Student Achieve 3000 or NWEA scores (grade-level)		
		All short-cycle assessments at 70% or higher for ELA and/or Math		All short-cycle assessments at 70% or higher for ELA and/or Math		
		Grades (3.0 GPA)		Grades (3.0 GPA)		
		Credit history (minimum of 30 credits earned per semester from one previous year or two terms).	# Credits # Credits	Credit history (minimum of 30 credits earned per semester from one previous year or two terms).	# Credits # Credits	
		Attached student work samples (a minimum of 10) indicating grade-level work.		Attached student work samples (a minimum of 10) indicating grade-level work.		

Principal Signature:_____ Date Submitted:_____

Central Office Administrator Approved ☐ **Central Office Administrator Denied** ☐

Central Office Administrator written justification for granting 5 credits exceeding 30 credits per semester:_____

Central Office Administrator Name:_____

Central Office Administrator Signature:_____ Date:_____

A copy of this form shall be uploaded to Aeries if approved. If not approved, it will be filed at the central office.

Alternative Education
Community School and Court School Student Schedule

Student Scheduling Process
Teachers complete this schedule and submit to principal for approval.

Type of Schedule (Check One)

- ☐ Regular High School Schedule
- ☐ AB 216: Foster Youth (Requires RCOE Foster Youth Services Coordinating Program Approval)
- ☐ AB 1806: Homeless Youth (Requires RCOE Central Office Approval)
- ☐ AB 2181: Juvenile Hall Court School

Process for Awarding Credits Each Semester
Courses are based on 5 credits per semester. Semester credits (5 credits per course) will not be awarded before the end of the semester. Course credits are based on student mastery of the course as indicated in the California Standards, the RCOE course description, and the RCOE Units of Study that are specified for a semester along with attendance in class for the required instructional minutes.

Partial credits (less than 5 credits) may be awarded due to length of time in course and/or concepts/content/standards completed (Schools have a legal obligation pursuant to Education Code Sections 49069.5 and 51225.2 to calculate, issue, and accept partial credits).

Student Information

Student Name	Grade	Student ID Number

Teacher and School Information

Teacher Name	School	Academic Year	Date

Class Schedule (Students shall be enrolled in one course for a class period)

330 Daily Instructional Minutes (M, T, TH, F) 240 Instructional Minutes (W)	Class Period	**First Summer Session** (July 1 to Mid-August) **Two Period Block Schedule** (No more than two 5-credit courses)	**Fall Semester** (Mid-August-Mid-December) **Six Period Class Schedule** (No more than six 5-credit courses each semester)	**Second Semester** (January 1 to May 31) **Six-Period Class Schedule** (No more than six 5-credit courses each semester	**Second Summer Session** (June 1 to June 30) **Two Period Block Schedule** (No more than two 5-credit courses)
	1				
	2				
	3				
	4				
	5				
	6				

Teacher Signature _____ Date _____

Principal Signature _____ Date _____

Course Credit Requirements

Criteria	Definition	Credit 1	Credit 2	Credit 3	Credit 4	Credit 5
Time in this Course, which may be less based on mastery of content/skills	Student attended 1,080 instructional minutes or 18 hours of learning time per credit.	1,080 instructional minutes	1,080 instructional minutes	1,080 instructional minutes	1,080 instructional minutes	1,080 instructional minutes
California Standards Completed for this Course	Student completed required content/standards for each unit of study per credit identified in the California Standards, RCOE course description/unit of study.	Standards-Based outcomes, products, work	Standards-Based outcomes, products, work	Standards-Based outcomes, products, work	Standards-Based outcomes, products, work	Standards-Based outcomes, products, work
Assessments for this Course	Student demonstrated proficiency on the tests and assessments at a minimum of 60% (D Grade) or higher for each credit.	Minimum of 60% on tests	Minimum of 60% on tests	Minimum of 60% on tests	Minimum of 60% on tests	Minimum of 60% on tests

AB 2306 – Juvenile Court School Pupil Graduation Requirements (Education Code Section 48645.5)

If a pupil completes the statewide coursework requirements for graduation specified in Education Code Section 51225.3 while attending a juvenile court school, the county office of education shall issue to the pupil a diploma of graduation and shall not require the pupil to complete coursework or other requirements that are in addition to the statewide coursework requirements. Court School students in their 11th and 12th grade years will be subject to the minimum graduation requirements of 130 credits as defined by the state in the following subjects:

- 3 years of English
- 2 years of Mathematics (including one year of a course that would meet the Algebra requirement)
- 2 years of History (US and World)
- 1 year of a Life Science
- 1 year of a Physical Science
- 2 years of Physical Education
- 1 Semester of Economics
- 1 Semester of Government
- 1 Semester of Ethnic Studies
- 1 year of a Fine Art or Language Other than English or CTE

Students in transition (foster youth, students in homeless situations, and those transitioning from a juvenile court school) who transfer schools after their second year of high school may be eligible to graduate by completing the minimum California state graduation requirements if they are not reasonably able to complete all RCOE graduation requirements by the end of their fourth year of high school. Completing a second year of high school is defined as either a) completing two years of high school; or b) completing sufficient high school credits to be considered a high school junior or senior.

CBK CHARTER
Local Control and Accountability Plan
2024-2025

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: CBK Charter

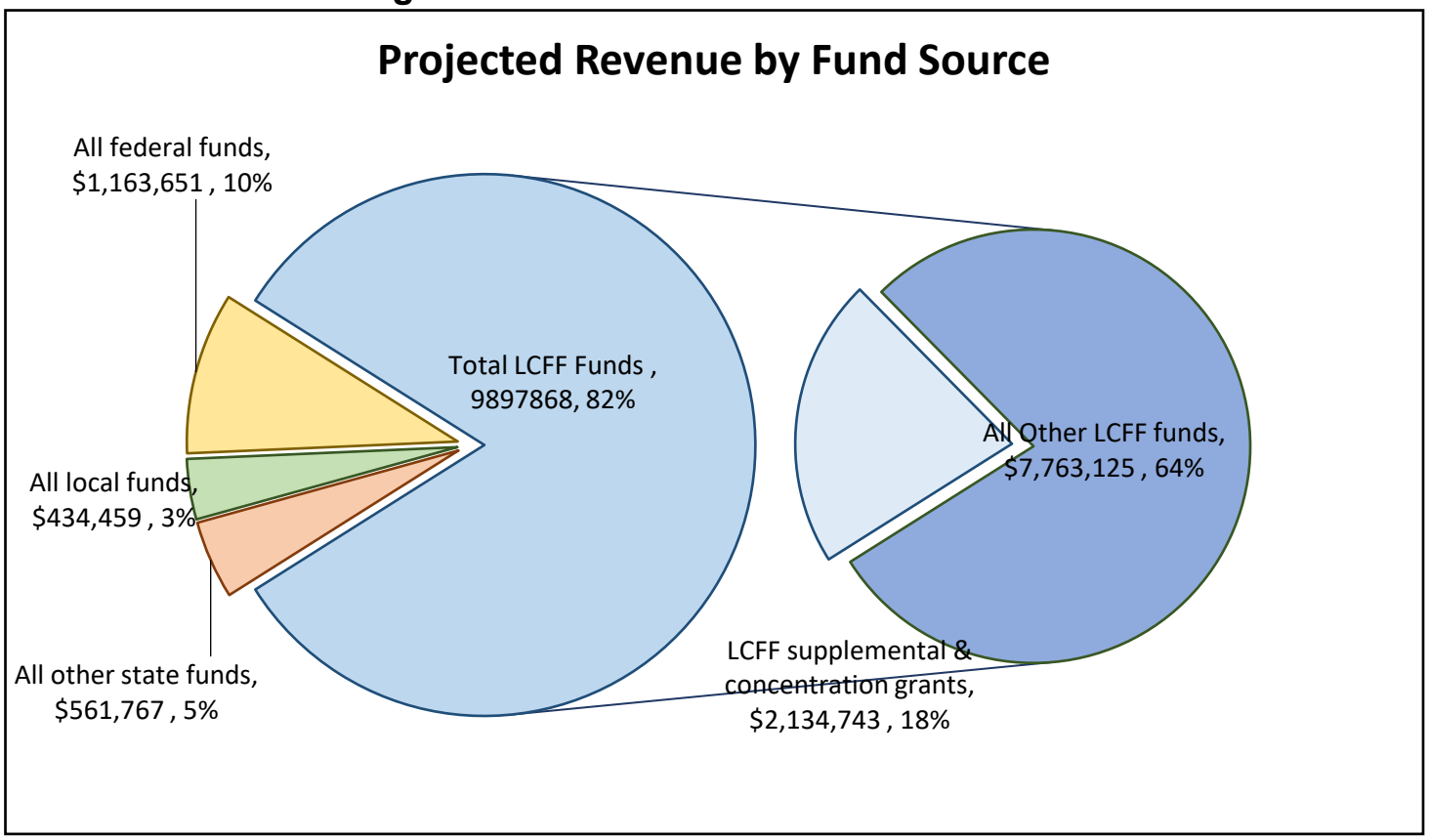
CDS Code: 33 10330 0128397

School Year: 2024-25

LEA contact information: Janice Delagrammatikas, Principal jdelagrammatikas@rcoe.us 951 826-6461

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2024-25 School Year

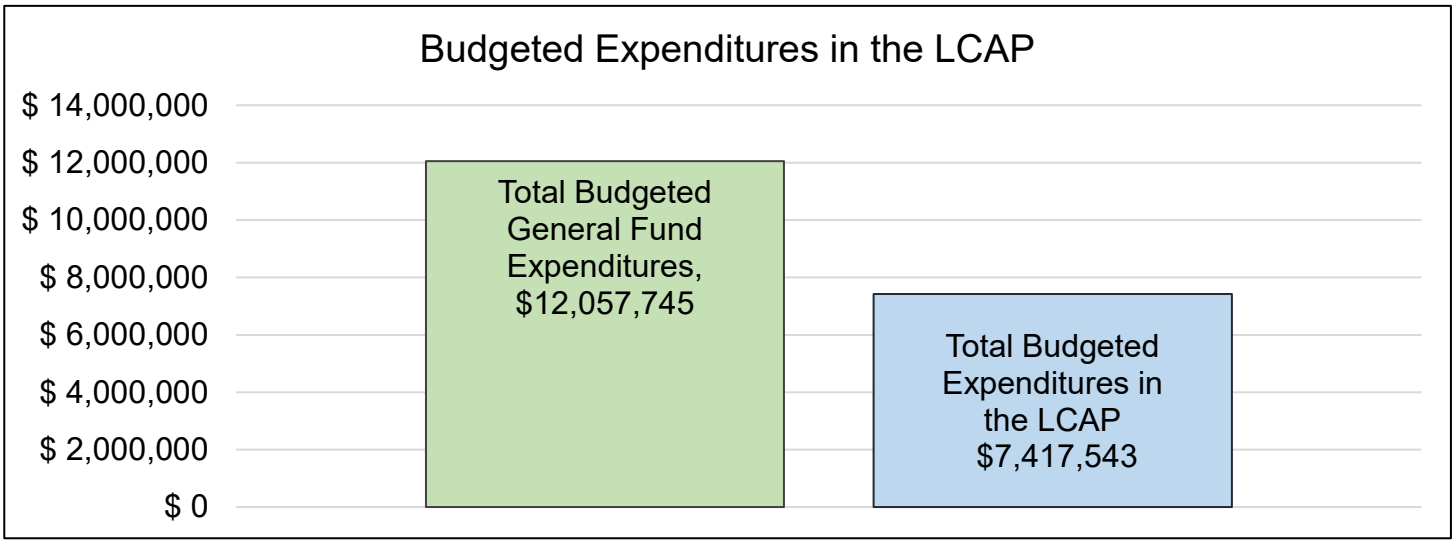


This chart shows the total general purpose revenue CBK Charter expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for CBK Charter is $12,057,745.00, of which $9,897,868.00 is Local Control Funding Formula (LCFF), $561,767.00 is other state funds, $434,459.00 is local funds, and $1,163,651.00 is federal funds. Of the $9,897,868.00 in LCFF Funds, $2,134,743.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much CBK Charter plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: CBK Charter plans to spend $12,057,745.00 for the 2024-25 school year. Of that amount, $7,417,542.92 is tied to actions/services in the LCAP and $4,640,202.08 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

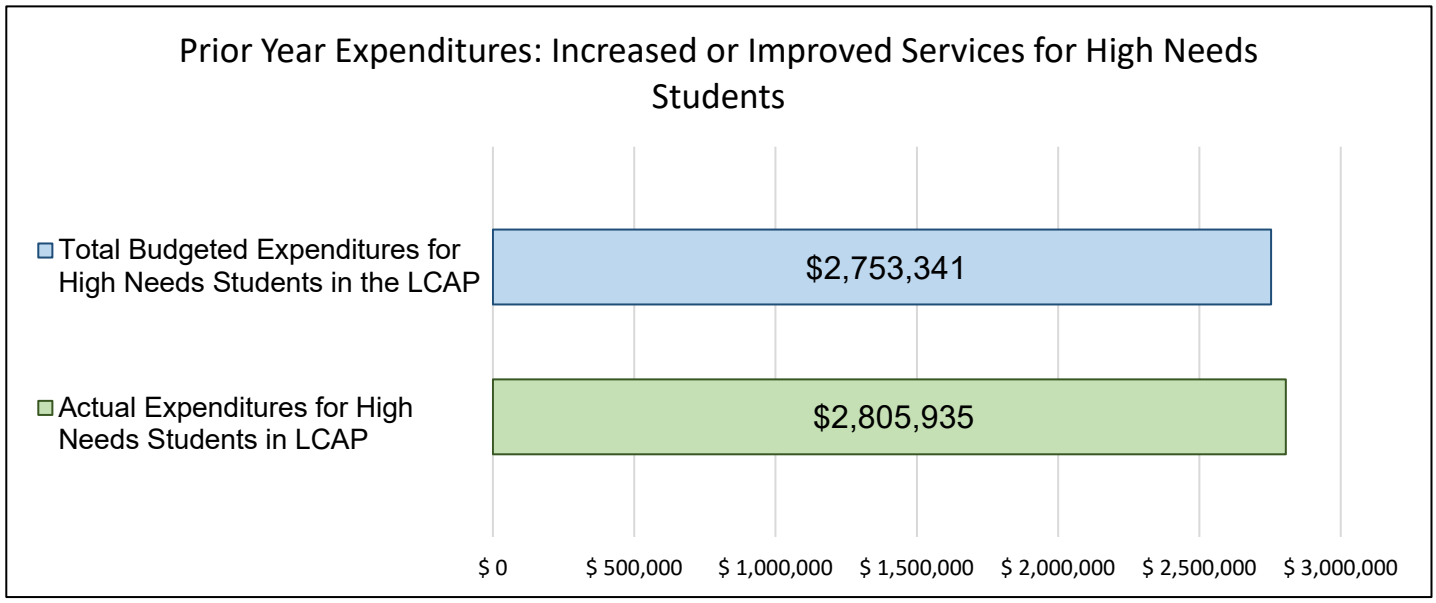
Cost associated with core services, overhead, restricted programs and grants, some one-time and multi-year in nature allocated to the charter

Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, CBK Charter is projecting it will receive $2,134,743.00 based on the enrollment of foster youth, English learner, and low-income students. CBK Charter must describe how it intends to increase or improve services for high needs students in the LCAP. CBK Charter plans to spend $2,475,568.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what CBK Charter budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what CBK Charter estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, CBK Charter's LCAP budgeted $2,753,341.00 for planned actions to increase or improve services for high needs students. CBK Charter actually spent $2,805,935.00 for actions to increase or improve services for high needs students in 2023-24.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
CBK Charter	Janice Delagrammatikas, Principal	jdelagrammatikas@rcoe.us 951 826-6461

Goals and Actions

Goal

Goal #	Description
Goal #1	Students will graduate from high school academically and socially prepared for college, the workforce, and civic responsibility.

Measuring and Reporting Results

Metric #	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
Teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching using teacher certification data and Aeries course assignments (Priority 1)	Based on teacher certification data and Aeries course assignments, all teachers were appropriately assigned and fully credentialed in the subject areas 2020-2021	Based on teacher certification data and Aeries course assignments, all teachers were appropriately assigned and fully credentialed in the subject areas 2021-2022.	Based on teacher certification data and Aeries course assignments, all teachers were appropriately assigned and fully credentialed in the subject areas 2022-2023	Based on teacher certification data and Aeries course assignments, all teachers were appropriately assigned and fully credentialed in the subject areas 2023-2024.	Maintain at 100%
Students have access to standards aligned instructional materials based on the Textbook Management System (Priority 1)	All students had access to standards aligned instructional materials in 2020-2021	All students had access to standards aligned instructional materials in 2021-2022.	All students had access to standards aligned instructional materials in 2022-2023.	All students had access to standards aligned instructional materials in 2022-2023.	Maintain at 100%

California State Standards Implementation Reflection Tool. Implementation of academic content and performance standards and English language development standards (Priority 2)	The average rating on the California Standards Reflection Tool was 4 based on all five areas: Professional Learning on New Standards. Instructional Materials Aligned to New Standards. Identifying Areas Needing Improvement. Progress in Implementing Standards in All Areas. Identifying Professional Learning.	The average rating on the California Standards Reflection Tool was 4.05 based on all five areas: Professional Learning on New Standards. Instructional Materials Aligned to New Standards. Identifying Areas Needing Improvement. Progress in Implementing Standards in All Areas. Identifying Professional Learning.	The average rating on the California Standards Reflection Tool was 4.04 based on all five areas: Professional Learning on New Standards. Instructional Materials Aligned to New Standards. Identifying Areas Needing Improvement. Progress in Implementing Standards in All Areas. Identifying Professional Learning.	The average rating on the California Standards Reflection Tool was 4.03 based on all five areas: Professional Learning on New Standards. Instructional Materials Aligned to New Standards. Identifying Areas Needing Improvement. Progress in Implementing Standards in All Areas. Identifying Professional Learning.	The average rating on the California State Standards Implementation Reflection Tool will be 4 based on the average of all areas
Course Access: Pupil enrollment in a broad course of study based on Aeries graduation status reports and Independent Study Master Agreements (Priority 7)	All students had full access to a broad course of study in 2020-2021.	All students had full access to a broad course of study in 2021-2022	All students had full access to a broad course of study in 2022-2023	All students had full access to a broad course of study in 2023-2024	Maintain at 100%
Graduation rate and DASS One-Year High School Graduation Rate on the California Dashboard (Priority 5)	DASS One Year Graduation Rate was 92.5% on the 2019 Dashboard and 96.7% in 2020.	Come Back Kids DASS One Year Graduation Rate was 93.5%. EL 78.6% SED 92.9% SWD 100% AA 91.7% HIS 94.2 WHT 92.6	Come Back Kids DASS One Year Graduation Rate was 84.3%. EL 78.6% SED 83.8% SWD 87.5% AA 94.4% HIS 81.4% WHT 88.5% 4-year Grad Cohort Rate was 46.5%	DASS One Year Graduation Rate was 85.4% in 2022-2023 Hispanic 84.1% White 92% EL 80.8% SED 82.9% SWD 87% AA 92.3	The DASS Graduation rate will increase by 2% to 98.7%

College/Career Indicator on the California Dashboard (Priority 4)	CCI was 1.9% in 2019-2020.	No Official State Indicators Available for 2020-2021 Local Indicator reports Completed College Credit Courses 12 students Completed at Least One CTE Pathway: 5 students CTE Courses 230 students completed at least one CTE Course YouthBuild Pre-Apprenticeships 18 students completed - 8 Construction Pre-Apprenticeship Program, 10 Certified Logistics Associate Pre-Apprenticeship.	No Official State Indicators Available for 2021-2022 -No data for 22-23 Local Indicators DASS Cohort Students 4 completed college courses 6 completed CTE/Military Science Pathways All Students Completed College Credit Courses 18 students Completed at Least One CTE Pathway: 59 students CTE Courses 302/38% students completed a CTE Course YouthBuild Pre-Apprenticeships 15 students completed - 7 Construction Pre-Apprenticeship Program, 8 Certified Logistics Associate Pre-Apprenticeship.	CCI was 1.9% in 2022-2023	Achieve a 5% increase to 7%.

Academic Achievement in ELA on the Smarter Balanced Assessment as a part of the CAASPP (Priority 4)	The distance from standard was 120.1 on the Smarter Balanced Assessments in ELA in 2018-2019.	The distance from standard was not made available due to not being mandated during Pandemic. Students meeting or exceeding standards in ELA were 25%. Results for 20-21, 21-22 results are not yet available. 25% met or exceeded standard. SWD 21.4% met or exceeded standard SED 23.7 met or exceeded standard EL 7.7 met or exceeded standard AA 16.7% met or exceeded standard HIS 25% met or exceeded standard WHT 18.6% met or exceeded standard	The distance from standard was 107.5 for all students results were provided for two student groups: Hispanic 106.4 points be- low standard SED 102.1 points be- low standard EL 116.5 points be- low standard EO 115.3 points be- low standard	The distance from standard was -72.3on the CAASPP in ELA With 22.43% meeting or exceeding the standard 20% of SWD met or exceeded. 16.05% of SED met or exceeded. 15.58% of Hispanic met or exceeded.	The distance from standard will be 95.1 on the Smarter Balanced Assessments in ELA in the aggregate and each student group

Academic Achievement in Math on the Smarter Balanced Assessment as a part of the CAASPP (Priority 4)	The distance from standard was 218.5 on the Smarter Balanced Assessments in Math	The distance from standard was not made available due to not being mandated during Pandemic. Students meeting or exceeding standards were 1%. 20-21 results, 21-22 results are not yet available. Overall, 1.5% met or exceeded standard. SWD 0% met or exceeded standard SED 0.9 met or exceeded standard EL 0% met or exceeded standard AA 0% met or exceeded standard HIS 1% met or exceeded standard WHT 6.7% met or exceeded standard	The distance from standard was 211.1 for all students. Hispanic 216.6 points below standard SED 208.5 points below standard EL 222.1 points below standard EO 216.6 points below standard	The distance from standard was 190.5 on the CAASPP in Math With .93% meeting or exceeding the standard 0% of SWD met or exceeded. 1.22% met or exceeded. 1.28 of Hispanic met or exceeded.	The distance from standard will be 193.5 on the Smarter Balanced Assessments in Math in the aggregate and for each student group
Share of students that pass Advanced Placement exams with 3 or higher (Priority 4)	AP Exams were available to all students in 2020-2021. No student opted to take the AP Exams in 2020-2021.	AP Exams were available to all students in 2021-2022. No student opted to take the AP Exams in 2021-2022	AP Exams were available to all students in 2022-2023. No student opted to take the AP Exams in 2022-2023	AP Exams were available to all students in 2023-2024. No student opted to take the AP Exams in 2023-2024	All students will have full access AP Exams each year.

The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program in ELA (Priority 4)	The percent of students at Nearly Prepared was 12% and the percent at Well Prepared was 4% in ELA in 2018- 2019 (the CAASPP was not administered in 2019-2020 or 2020-2021)	The percentage of students at Nearly Prepared was 22% and the percent at Well Prepared was 2.1% in ELA in 2021-2022. SWD 21.43% nearly prepared, 0% well prepared SED 21.19% nearly prepared, 2.54% well prepared EL 7.69% nearly prepared, 0% well prepared AA 16.7% nearly prepared, 0% well prepared HIS 22.1% nearly prepared, 2.9% well prepared WHT- 18.75% nearly prepared, 0% well prepared	The percent of students at Nearly Prepared was 22.5 % and the percent at Well Prepared was 2.1% in ELA in 2021-2022. Data not yet available for 22-23	The percent of students at Nearly Prepared was 15.9% and the percent at Well Prepared was 6.5% in ELA in 2022-2023. SWD 6.67% nearly Prepared SED 11% nearly prepared, 4.9% well prepared EL 0% well prepared 0% nearly prepared, HIS 9% nearly prepared, 6.5% well prepared	The percent of students at Nearly Prepared will be 21% and the percent at Well Prepared will be 13% in ELA

The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program in math (Priority 4)	The percent of students at Nearly Prepared was 1% and the percent at Well Prepared was 1% in math (the CAASPP was not administered in 2019-2020 or 2020-2021)	The percentage of students at Nearly Prepared was 1.5% and the percentage at Well Prepared was 0% in math in 2021- 2022. SWD 0% nearly prepared, 0% well prepared SED 0.9% nearly prepared, 0% well prepared EL 0% nearly prepared, 0% well prepared AA 0% nearly pre- pared, 0% well prepared HIS 1% nearly prepared, 0% well prepared WHT 6.7% nearly prepared, 0% well prepared	The percentage of students at Nearly Prepared was 1.5% and the percentage at Well Prepared was 0% in math in 2021- 2022. Data not yet available for 22-23.	The percentage of students at Nearly Prepared was 11% and the percentage at Well Prepared was 0% in math in 2022- 2023. Data not yet available for 23-24. SWD 1% nearly prepared, 0% well prepared SED 1.2% nearly prepared, 0% well prepared EL 0% nearly prepared, 0% well prepared AA 0% nearly pre-pared, 0% well prepared HIS 1.2% nearly prepared, 0% well prepared	The percentage of students at Nearly Prepared will be 10% and the percentage at Well Prepared will be 10% in math.

Exact Path platform for administering an ELA pre-test at enrollment and a growth measure at 90 days of enrollment (Priority 8)	The percent meeting/exceeding on the Exact Path ELA post- test was 52.33 for CBK students in 2020-2021	The percent meeting/exceeding on the Exact Path ELA post-test was 35.2% for Come Back Kids students in 2021-2022.	The percent meeting/exceeding on the Exact Path ELA post- test was: All 52.5% met or exceeds, 44% nearly met, 3% not met SED 55% met or exceeds, 43% nearly met, 2% not met SWD 17% met or exceeds, 83% nearly met, 0 not met EL 25% met or exceeds, 75% nearly met, 0 not met	Exact Path ELA was not administered in the 23-24 school year and the NWEA Maps achievement test was introduced. Baseline data was entered in the 23-24 LCAP.	Achieve 15% increase in number of students who meet/exceed on the Exact Path in ELA. Increase from 52.33 to 67.33.
Exact Path platform for administering a Reading pre-test at enrollment and a growth measure at 90 days of enrollment (Priority 8)	The percent meeting/exceeding on the Exact Path Reading post-test was 59.10% for CBK students in 2020-2021	The percent meeting/exceeding on the Exact Path Reading post-test was 55.7% for Come Back Kids students in 2021-2022.	The percent meeting/exceeding on the Exact Path Reading post-test was: All 62% met or exceeds, 35% nearly met, 3% not met SED 63% met or exceeds, 35% nearly met, 2% not met SWD 69% met or exceeds, 31% nearly met, 0 not met EL 50% met or exceeds, 50% nearly met, 0 not met	Exact Path Reading was not administered in the 23-24 school year and the NWEA Maps achievement test was introduced. Baseline data was entered in the 23-24 LCAP.	Achieve 15% increase in number of students who meet/exceed on the Exact Path in Reading. Increase from 59.10% to 74.10%

Exact Path platform for administering a math pre-test at enrollment and a growth measure at 90 days of enrollment (Priority 8)	The percent meeting/exceeding on the Exact Path Math post-test was 50.72% for CBK students in 2020-2021	The percent meeting/exceeding on the Exact Path Math post-test was 36.7% for Come Back Kids students in 2021-2022.	The percent meeting/exceeding on the Exact Path Math post-test was: All 42% met or exceeds, 54% nearly met, 4% not met SED 41% met or exceeds, 56% nearly met, 3% not met SWD 11% met or exceeds, 67% nearly met, 22 not met EL 57% met or exceeds, 43% nearly met, 0 not met	Exact Path Math was not administered in the 23-24 school year and the NWEA Maps achievement test was introduced. Baseline data was entered in the 23-24 LCAP.	Achieve 15% in- crease will meet/exceed on the Exact Path in Math. Increase from 50.72% to 65.72%
Come Back Kids College/Career Indicator on the California Dashboard (Priority 4) CCI Replaces share of pupils determined pre-pared for college by the Early Assessment Program (Priority 4)	Come Back Kids CCI was 0 in 2019-2020.	No Official State Indicators Available for 2020-2021	No Official State Indicators Available for 2021-2022. No data available for 22-23.	CBKCCI was 1.9 in 2022-2023.	Achieve a 9% Come Back Kids CCI Rate.

The percentage of pupils who have successfully completed career technical education sequences or programs of study that align with state board approved career technical education standards and frameworks (Priority 4) This metric was replaced with the College and Career Readiness Index Metric and will no longer be reported	The percent completing a CTE pathway was 1% in 2020-2021	This metric was replaced with the College and Career Readiness Index Metric and will no longer be reported	This metric was replaced with the College and Career Readiness Index Metric and will no longer be reported	This metric was replaced with the College and Career Readiness Index Metric and will no longer be reported	The percent completing a CTE pathway will be 10% in the aggregate and for each student group
The Percentage of pupils who have completed both A-G and CTE (Priority 4) This metric was replaced with the College and Career Readiness Indicator and will no longer be reported.	The percent completing both a-g courses and a CTE pathway was 1% in 2020-2021	This metric was replaced with the College and Career Readiness Index Metric and will no longer be reported.	This metric was replaced with the College and Career Readiness Index Metric and will no longer be reported.	This metric was replaced with the College and Career Readiness Index Metric and will no longer be reported	The percent completing both a-g courses and a CTE pathway will be 15% in the aggregate and for each student group

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Substantive differences were a decrease in spending on professional development for UDL and a reduction in the implementation of student led enterprises. Professional development continued at the same level and built on our teachers' UDL expertise by adding a GLEAM focus emphasizing grade level rigor, encouraging productive struggle for students, and providing support through inhouse staff and not with outside contracts which saved the CBK a considerable amount. The reduction in student led enterprise activities was due to the loss of the staff member who led that enterprise and other staff changes. There was an increase in the amount of money spent on community outreach and student enrollment this involved increasing staffing support costs for outreach and distribution of tasks.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was a significant decrease in the amount spent on instructional materials, resources, and textbooks. There were no new textbook adoptions. There was an increase in money spent on professional development over the past year as the administrative team saw a need to increase time spent with instructional staff on developing best practices for instruction. This coincided with an increase in money spent on GLEAM, UDL, and Culturally Responsive instruction. Staffing shortages and vacancies also contributed to a decrease in spending.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

CBK utilized Aeries reports to analyze student enrollment in courses (Action #1, Broad Course of Study). 100 percent of CBK Charter students were enrolled in a course that will satisfy an entrance requirement for the University of California. 48.8 percent of all courses scheduled were UC A-G courses. The graduation status report was used to monitor grade level course completion. All students had full access to a broad course of study as defined by California Education Code 51210 and 51220(a)(i). The process of enrolling students included the use of the RCOE Prospectus, Master Agreement, and Individual Learning Plan to ensure that students were enrolled in a broad course of study. No barriers were identified in preventing CBK from providing access to a broad course of study for all students.

CBK maintained textbook sufficiency to ensure all students have access to standards-aligned instructional materials and all students were provided access to technology and digital literacy. Principals conducted audits of their instructional materials and ordered replacement textbooks when needed and when deficiencies were reported by teachers. !00% of teachers provided an inventory of classroom textbooks at the end of the school year.100% of students were issued a google student account for communication and information. All students were offered a laptop or google Chromebook and hotspot if necessary to be used for instruction. CBK had 495 laptops, additional Chromebooks and 50 hotspots available for students to checkout (Action #2 and Action 3). Actions 2 and 3 were rated as effective.

Principals, and teachers, were provided ongoing professional development 4 days prior to the start of school and every Wednesday during the 23-24 school year. This resulted in 77.5 hours of professional development throughout the year. Professional development included training on effective instructional strategies, interventions, and accommodations for students with disabilities, ELD, GLEAM, Close Reading strategies, NGSS implementation, Local and summative test administration and evaluation, intervention strategies, and other topics. (Action 4) Gleam implementation began in the 23-24 school year and replaced UDL training. GLEAM provides an added layer of grade level and culturally responsive instruction strategies for teachers to draw upon (Action 5). Actions 4 and 5 were rated as effective.

When compared to the past LCAP there is notable evidence of effectiveness in dual enrollment which has increased by more than 100% in terms of number of students enrolled and successful completion over the past 3 years. It should be noted that a new assessment was used this year, NWEA, compared to 2022-2023 when Exact Path was used. There is not a direct correlation between the two assessments. There has also been an increase in the number of students taking and passing the GED high school equivalency exam after a drop during the Pandemic and the switch from the HISET to the GED Exams. The CCI measure has remained static between 1 and 2%, but growth is inhibited by the number of students already outside the four-year cohort, so ineligible to be counted in this measure. Graduation rates for SWD are the second highest subgroup graduation rate. Attendance rates are high and stable.

Students were engaged in college and career transition activities including college visits, college summer camps, career inventories, and graduate portfolios including college applications, FAFSA completion, and scholarship applications. 100% of graduates completed all or part of their graduation portfolio. 18 students participated in college visits. The college and career teacher assisted students with college applications and FAFSA during 207 in person site visits and individual and group Zoom Meetings. Seven volunteers from UCR graduate school also assisted CBK students with their Senior Portfolios (Action 6). 302 students completed CTE courses, and 59 students completed CTE Pathways (Action 7), 63 students are enrolled in or have completed college level courses. (Action 8). Online platforms were utilized to

provide UCR Extension college courses in macroeconomic, U.S. History, Cybersecurity and A++ Certification. In 2023-2024, 5 students earned Computer Technician Professional Certificates, 4 students completed U.S. History courses, and 3 students earned Cybersecurity Professional Certificates. .(Action 15) 15 students in the YouthBuild Program completed pre-apprenticeships in either construction or logistics. (Action 9). CBK partnership agreements with LAUNCH Apprenticeship, COD and RCC directed graduating students into paid apprenticeship programs. Enrolled students participate in WIOA paid internship programs through a partnership with CFLC (california Family Life Center) (Action 10). Actions 6,7,8 and 9 and 15 are rated as effective.

All students took academic growth monitoring exams and formative assessments and assigned intervention courses based on their individual needs. 48% of students demonstrated growth in ELA and 50% in math after working in online learning intervention courses in ELA and mathematics as an additional support option for students through the Exact Path learning pathways or Achievement 3000.(Action #11, #18, #16). MTSS teams provide enhanced support and intervention plans for students who continue to struggle with academic progress or behavior that interferes with academic progress. After school support was provided by online Tutor.com. (Actions #12 and 13). The Special Education Administrator, Principals, and School Psychologists provided additional monitoring and evaluation of the progress of students with disabilities on academic achievement, attendance, and behavior. The overall rate of passage for SWD for UC A-G courses was 96% compared to 97% for all students. The graduation rate for SWD was 41.5% compared to 38.5% for all students. On CAASPP ELA SWD 20% of SWD met or exceeded standards, while 22.4% of the al student group met or exceeded standards. On the math CAASPP, Zero percent of SWD met or exceeded the standard and less than 1% of all students met or exceeded the standard (Action #14). Actions 11 and 13 were rated as somewhat effective due to struggles with the implementation of a new testing system and delays in identifying and contracting with an online tutoring provider that met the needs of our students. Actions 12, 14, 15, 18, and 19 were fully implemented and were rated as effective.

CBK provided the GED Equivalency Exam as an alternative means of high school completion (Action 17). Nine students completed high school by passing the GED Exam. This action is rated as effective.

Student Led enterprises (Action 18) was not completed in the prior school year due to open staffing positions. This action was not effective.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on data, research, and the input from educational partners this broad goal was discontinued and will be replaced with a targeted equity goal. Metrics that will continue to be used to measure the new goals effectiveness are NWEA ELA paired assessment growth rates NWEA Math paired assessment growth rates, CAASPP ELA, CAASPP Math, degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching, Certification to teach English learners, and California State Standards Implementation Reflection Tool. GLEAM Instruction and Professional Development. The actions which will support the new goal are:

School Aligned Resources

MTSS Teams

Direct Tutoring and Intervention Support to Students

Professional Development

Access and Use of Digital Technology to Support Student Learning

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goal

Goal #	Description
Goal #2	Students will develop skills in self-management, self-awareness, social awareness, responsible decision making, and relationship building in positive, safe, and healthy learning environments.

Measuring and Reporting Results

Metric #	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
Dropout Rates (Priority 5)	The high school dropout rate is not available on Data Quest	Data is unavailable	Data is unavailable	Data is unavailable	Reduce high school dropout rate by 0.10%
Student Attendance Rates (Priority 5)	Student attendance rates were 78% in 2019-2020	Student attendance rate was 86.5% in 2020--2021.	Student attendance rate was 83% in 2021--2022. Student attendance rate was 84.6% in 2022-2023.	Student attendance rate was 85% in 2023--2024. .	Achieve an 80% overall student attendance rate
Student Suspension Rates (Priority 6)	Suspension rates were zero in 2019-2020 and 2020-2021	Suspension rates were zero in 2019-2020 and 2020-2021	Suspension rates were zero in 2022-2023.	Suspension rates were zero in 2023-2024.	Maintain zero suspension rates
Student Expulsion Rates (Priority 6)	Student expulsion rates were zero every year	Student expulsion rate was zero every year.	Student expulsion rate was zero every year.	Student expulsion rate was zero every year.	Maintain zero expulsion rates

School Safety (Priority 6)-California Healthy Kids Survey	The percent of students responding that they feel very safe or safe on the California Healthy Kids Survey (CHKS) was 83% in 2020-2021	The percentage of students responding that they feel very safe or safe on the California Healthy Kids. No data was reported. The number of respondents was too low. The survey was administered while we were still in remote learning and response rates were low.	The percent of students responding that they feel very safe or safe on the California Healthy Kids was 89%. When students with a neutral position are included the percentage rises to 100%	Perceived Safety at School: Very safe: 39% Safe: 42% = 81%	The percent of students responding that they feel very safe or safe on the California Healthy Kids Survey (CHKS) will be at 92%
School Connectedness (Priority 6)-California Healthy Kids Survey	The percent of students responding as agree/strongly agree on the California Healthy Kids Survey (CHKS) on School Connectedness was 78% in 2020-2021	The percent of students responding as agree/strongly agree on the California Healthy Kids Survey (CHKS) on School Connectedness was 62% (Remote Only) in 2021-2022. Response rate was low. The survey was administered during the Pandemic.	The percent of students responding as agree/strongly agree on the California Healthy Kids Survey (CHKS) on School Connectedness was 70% in 2022-2023.	The percent of students responding as agree/strongly agree on the California Healthy Kids Survey (CHKS) on School Connectedness was 67% in 2023-2024.	The percent of students responding as agree/strongly agree on the California Healthy Kids Survey (CHKS) on School Connectedness will be 87%
Safe and Clean Facilities (Priority 1)- Facilities Inspection Tool	All facilities were rated as in good condition in 2020-2021 on the RCOE Facilities Inspection Tool	All facilities were rated as in good condition in 2021-2022 on the RCOE Facilities Inspection Tool	All facilities were rated as in good condition in 2022-2023 on the RCOE Facilities Inspection Tool	All facilities were rated as in good condition in 2023-2024 on the RCOE Facilities Inspection Tool	Maintain all facilities rated as in good condition using the Facilities Inspection Tool

Parental Involvement: (Priority 3)-CDE Parent Engagement Self-Reflection Tool	The average rat- ing on the CDE Parent Engagement Self-Reflection Tool for Seeking Input for Building Relationships, Building Partnerships for Student Outcomes, and Decision Making was at full implementation in 2020-2021	The average rat ing on the CDE Parent Engagement Self-Reflection Tool for Seeking Input for Building Relationships, Building Partnerships for Student Outcomes, and Decision Making was at full implementation in 2021-2022.	The average rating on the CDE Parent Engagement Self- Reflection Tool for Seeking Input for Building Relationships, Building Partnerships for Student Outcomes, and Decision Making was at full implementation in 2022-2023	The average rating on the CDE Parent Engagement Self-Reflection Tool for Seeking Input for Building Relationships, Building Partnerships for Student Outcomes, and Decision Making was at full implementation in 2023-2024	Maintain average rating on the CDE Parent Engagement Self-Reflection Tool at full implementation
CBK Enrollment Priority 5	Enrollment for the 21 -22 school year on CALPADS Information Census Day was 364	Outcome was added in 21-22	As of the CALPADS Information Day census, student enrollment totaled 500 students in 2022-2023 (com- pared to 377 in 2021-2022; an in- crease of 25%.	As of the CALPADS Information Day census, student enrollment totaled 601 students in 2023-2024 (an increase of 65%)	30% increase in enrollment over the 2021-2022 school year.
Chronic Absenteeism	No Baseline	No measure reported for grades 9-12	No measure reported for grades 9-12	No measure reported for grades 9-12	This measure is not reported for grades 9-12.

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Substantively, the only difference in the planned actions is that we provided enhanced direct behavioral and mental health services to students rather than through community-based partnerships. This was made possible through the hiring of behavioral health therapists by Alternative Education who also extended supports to students on shared campuses/regional learning centers.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

No material differences noted

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Attendance supports (#1), social-emotional support (#3), and foster youth support (#4) were supported using Community Dropout Prevention Specialists (CDP's), whose focus was to improve school attendance and reduce absenteeism through attendance incentives, home visits, and support with home to school transportation issues. The CDP's support students and their families with programs to assist with school attendance including weekly check-ins, calls/texts/emails home when absent, and referrals for mental health and other community services. There was a focus on implementing integrated systems of support to connect students to school and improve student attendance such as consistent attendance letters, MTSS data monitoring, and community connections. Support was provided to foster and homeless youth with regular communication and monitoring attendance. CDPs would conduct regular check-ins/provided support. There were additional targeted educational support services and case management for foster and homeless youth, which also included regular phone calls home, and to social workers, group homes, probation officers, and some home visits. These actions were deemed effective as attendance increased from 84.6% to 85% and stayed well above the 80% target.

CAREspaces (wellness centers) at Regional Learning Centers (#6) and behavioral health therapists provided direct mental health services to CBK students (#5). Enhanced behavioral/mental health support for students and their families improved student engagement in school and maintained a zero suspension rate. CAREspaces offers individual counseling, group counseling, family counseling, case management, and referrals. Each location also offered staff training and parent workshops (#11). Services were offered in both English and Spanish and included telehealth and home/community accessibility for students, families, and the community. The plan's successes included continuing instruction in safe and healthy learning environments. CBK continued the Panorama SEL screener as another measure to support our students' behavioral health. (# 7) Panorama uses the CASEL framework to provide researched based interventions. Panorama's positive response rates rose from semester one to semester two. Students responded to questions related to the six core SEL areas: Emotional regulation, growth mindset, self-efficacy, self-management, social awareness, and social-perspective taking. On the Spring Panorama Screener, the following success was noted. CBK students had positive behavioral changes on all 6 SEL topics. During the MTSS process, it was observed that every campus had incorporated positive behavior interventions and supports as a crucial component. The GRADS school wide learner outcomes were effectively implemented at all sites and woven throughout the learning environment. (#2). Actions 2, 5, 6, 7, &11 were rated as effective based on increased student attendance and zero suspensions.

All full-time School Safety Personnel (#8) positions were filled during the 2023-2024 school year. On the CHKS, 81% of students in CBK indicated feeling safe or very safe at school. Action 8 was rated as effective based on zero suspensions and student responses on the CHKS, which indicated that 100% of CBK students felt either safe or neutral on the school safety measure. Parent input from LCAP meetings also indicated that parents felt students were safe on CBK campuses.

Clean School (Action #9) was evident at all sites with an average rating of 100% exemplary in Cleanliness on the RCOE Facilities inspection tool. Action 9 was considered effective.

Parent Engagement actions (#10,11,12) were rated as effective. Thirty-seven communications were sent to parents on Parent Square and social media posts were posted every Monday, Wednesday, and Friday during the school year. School Advisory Council and ELAC meetings were held four times throughout the school year to review data and provide input on the school program. Parent communication (#10), parent workshops (#11), and parent and student decision-making (#12) were addressed through multiple formats and meetings including School Advisory Council, ELAC, College Kick-offs, and Graduation Luncheons. Parents reported through LCAP engagement meetings that they felt included and involved with their student's learning program. Parents also provided direct feedback through partner meetings.

The CDE Parent Engagement Self-Reflection Tool reflected overall full implantation in building relationships, building partnerships for student outcomes, and decision-making. Overall responses indicated that participant responses rated full implementation in the areas of:

1) Rate the LEA's progress in developing the capacity of staff

2) Rate the LEA's progress in creating welcoming environments for all families in the community

3) Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.

4) Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.

5) Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.

6) Rate the LEA's progress in providing families with information and resources to support student learning and development in the home

7) Rate the LEA's progress in implementing policies or policies in implementing policies or programs for teachers to meet with families and students to discuss student progress and way to work together to support student outcomes.

8) Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own student.

Action 13 was deemed effective. CDP's attended 149 community outreach events or partner meetings throughout the 23 -24 school year to re-engage students and families. During this same time, CBK enrollment climbed from a low of 377 students during the Pandemic to over 700 students with waiting lists at most sites.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on input from staff and other educational partners and an analysis of the data, Goal 2 has been incorporated into Goal 3 of the 24-25 LCAP. Goal 3 is a broad goal focusing on the social emotional learning and mental health of students and the partnerships that support a safe and supportive learning environment. The metrics that measure attendance, school safety, safe and clean facilities, social emotional learning, and parental involvement are all included as metrics in Goal 3. Actions previously accounted for under Goal 2 of the prior LCAP

include Parent Workshops (#1), Parent Engagement and Information Systems (#2), Community Outreach (#3), Enrollment and Attendance Support (#4), Behavioral Health (#7), PBIS (#9), School Safety Personnel (#10), and Clean Schools (#12). New actions have been added to the goal based on data and partner input. These actions are Transportation Support (#5), Multilingual Communication (#6), Student Activities (#8), and School Safety Equipment (#11).

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table. OBJ

Goal

Goal #	Description
Goal #3	English Learners will Develop Proficiency in English.

Measuring and Reporting Results

Metric #	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) (Priority 1).	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) was at 100%in 2020-2021	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) was at 100%in 2021-2022	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) was at 100%in 2022-2023	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) was at 100%in 2023-2024	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) will be maintained at 100%.
ELPAC (Priority 4)	The percent of English learners scoring Moderately Developed/Well Developed on the ELPAC was 54.17 % in 2018-2019.The CBK English Learner Progress indicator on the California Dashboard was at 76.3% making progress towards English language proficiency in 2018-2019, which met the very high status.	The CBK percent of English learners scoring Moderately Developed/Well Developed on the ELPAC was 47.4%. In 2021-2022. English learner Progress Indicator was not reported.	The CBK percent of English learners scoring Moderately Developed/Well Developed on the ELPAC was 60.2% in 2022-2023. 21-22 English learner Progress Indicator was 36.5%. Scores for 22-23 have not been reported.	ELPAC for 2022-2023, 16% classified as Level 4, indicating a well-developed level of English, 4.43%, fall into Level 3, indicating a moderately developed level of proficiency. 31% level 2 and 10% level 1. English learner Progress Indicator was 55.2% EL students making progress towards English language proficiency.	The percent of English learners Scoring Moderately Developed/Well Developed on the ELPAC will increase by 63.1%.

English learner growth on the Test of English Language Learners (TELL) (Priority 8)	The percent of EL students scoring advanced/high on the TELL was 23.1% in 2020-2021.	The percent of EL students scoring advanced/high on the TELL was 35.6% in 2021-2022.	The percent of EL students scoring advanced/high on the TELL was 54.3% in 2022-2023.	EL students scoring advanced/high on the TELL was 39% in 2023-2024.	The percentage of EL students scoring advanced/high on the TELL will be 32.1%.
English learner reclassification (Priority 4) based on the CBK re-classification criteria.	English learner reclassification rate was 6.4% in 2020-2021.	4 English Learner Students were re- classified in 21-22.	17 English Learner Students were reclassified in 2022-23.	English learner reclassification rate was 29% in 2022-2023.	English learner reclassification rate will be 15.4%

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There was not any substantive difference between the planned and implemented actions for this goal.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Staff development for EL support was doubled as CBK focused on targeted interventions to support students who are EL. This involved additional training and support to staff outside of contracted hours.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Action 1: Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) was at 100% in 2022-2023. Staffing and curriculum were appropriate to meet the needs of English learners and address educational needs within the classroom setting. (Action 1 Instructional Materials for English Learners & Action #2 English Language Development). Action #2, English Language Development can be evaluated with the results from the ELPAC. In 2022-2023, the percent of English learners making progress toward English Language proficiency on the California Dashboard Indicator was 55.2% and 29% of EL students were re-designated. Action 1 was rated as effective.

Action # 2 and Action #4: This year there has been focused attention to literacy within the classroom setting and specifically a focus on grade level standards. EL students have benefitted from focused and intentional designated ELD Instruction. Instruction has prioritized these instructional strategies: making meaning (reading comprehension), collaborative discussion about text, and sharing and exploring ideas. Summarizing text by sharing the central idea with the group and the information with the class. Vocabulary development was expanded through the experience of multiple readings of the same text. Rereading text allows the students to clarify points of confusion.

Teachers implement the components of Universal Design for Learning (Action #4 Instruction for ELs and Universal Design for Learning) based on the strategies that were gleaned from the SILK, the PLCs, and in-person and virtual coaching. Teachers provided multiple ways for students to engage in learning by promoting individual interest and choice in resources and topics, options for collaboration and feedback, and supporting self-regulation and access to content/information. Teachers provided students with multiple means of representation by allowing students to choose options for perception, language and symbols, and comprehension. Teachers created options for action and expression by providing multiple ways for students to express what they learn (e.g., verbally, in writing, in drawing, through physical demonstration). Teachers emphasized culturally responsive teaching inclusive of cultural integration, community-building, promotion of identity, equity integration, and participatory methods. The ELD TOSA provided 310 in person small group designated ELD lessons at all 23 sites on a bi-weekly basis. On alternate weeks, El students worked on personalized learning pathways on the One Tree Language Learning platform and ELD class assignments. All teachers had access to the ELD lessons on a shared Google Drive so they could teach the ELD lesson to students who were not able to attend the group instruction. Actions 2 and 4 were rated as effective.

TELL tests were administered to all EL students (Action 3) upon enrollment and after 90 days of instruction. The percentage of EL students scoring advanced/high on the TELL was 39% in 2023-2024. Thirty four percent scored intermediate, and 28% basic or limited. This correlates with the online educational platforms used to provide services to students who are EL.

The specific gaps that need to be addressed based on the data vary across the assessed language skill domains. Test results indicate educators may need to focus on enhancing higher-level reading and writing skills beyond the fundamental level shown by most participants. For Listening and Speaking, attention could be directed towards fostering more advanced levels of verbal interaction. By targeting these specific areas of need, educators can effectively tailor instruction and interventions to support students in achieving higher levels of language mastery across the skill domains. Action 3 was rated as successful, but to reduce the number of assessments for students, the TELL assessment will be replaced by the assessment integrated in the online ELD learning platform.

Action #5: Staff Development and Support for ELD and Instruction, provided by the ELD TOSA. RCOE ensures that teachers possess certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) and tailors' instruction to meet student needs in all courses. Eight professional development sessions throughout the 23-24 school years supported ELD instruction including two sessions on ELD standards and instructional strategies, one CLOSE Reading review session, four sessions on the district GLEAM Focus (grade level, engaging, affirming and meaningful instruction) and one on a reading and vocabulary intervention platform. This action was rated as mostly effective.

Action #6: The CBK Reclassification Criteria is based on Section 313 of the California Education Code (Action #6, EL Reclassification and Progress Monitoring). The reclassification procedures developed by the California State Department of Education shall utilize multiple criteria in determining whether to reclassify a pupil as proficient in English, including, but not limited to, all the following:

1. Assessment of English language proficiency (ELP), using an objective assessment instrument, including, but not limited to, the state test of English language development; and

2. Teacher evaluation, including, but not limited to, a review of the student’s curriculum mastery; and

3. Parent opinion and consultation; and

4. Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age.

Student performance of basic skills in English on the Smarter Balanced Assessment in ELA or on the NWEA (online diagnostic assessment and curriculum tool) shows whether the student is performing at or near grade level. In the 23 –24 school year, 20% of EL students were reclassified. This action was rated as effective.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on input from staff, and other educational partners and an analysis of the data, goal 3 has been incorporated into goal one and goal two of the 24-25 LCAP. The metrics that measure EL academic achievement were previously under goal one and they remain there. Goal one metrics include NWEA Maps testing, Smarter Balanced assessments, and teacher EL certifications. Goal 2 incorporates metrics for graduation rates, ELPAC scores, English Language Progress, Local progress monitoring of English language acquisition, and EL Reclassification. Other measures of EL progress are located throughout the LCAP in disaggregated measures of student success including dual enrollment, graduation rate, and the college and career indicator.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
CBK Charter	Janice Delagrammatikas, Principal	Jdelagrammatikas@rcoe.us

Plan Summary 2024-2025

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The CBK Charter School was established to meet the academic needs and behavior support of at-promise students ages 13- 99, and in grades 9-12, including high school dropouts, expelled students, foster youth, students with disabilities, or any other student who struggles to be successful in a traditional comprehensive school environment. The CBK Charter operates under the authority of the Riverside County Superintendent of Schools with the goal of preparing students for future success by providing a supportive school environment that focuses on increasing academic and pro-social skills, and foundational college and career experiences. Currently, there are 23 CBK sites in easily accessible locations throughout Riverside County. This year the CBK Charter went through the WASC Accreditation process and was granted a 6-year accreditation status through June 30, 2030, with a mid-cycle visit in the 26-27 school year. This status indicates that CBK Charter provides students with curriculum, instruction, assessment, and social-emotional learning to ensure that students graduate from high school well-prepared for college, careers, and civic engagement.

CBK Staff and educational partners developed the LCAP with a focus on the Mission, Vision, Schoolwide Learning Outcomes, the eight state priorities, and the superintendent's initiatives. The CBK Vision is focused on preparing all students for success in college, careers, and the community. The CBK Mission is centered on creating personalized learning environments through rigorous academics, post-secondary opportunities, and safe and supportive learning environments for all students. The CBK Schoolwide Learning Outcomes (SLOs) are as follows: Students will be growth-minded, resourceful, actively engaged, and socially responsible (GRADS). The superintendent's initiatives focus on literacy, financial literacy, mental health, and equity.

CBK offers a combination of high-quality learning opportunities, a rigorous learning environment, dual enrollment, transitions to post-secondary options, and strong interagency collaboration. CBK sites are in local youth opportunity centers, libraries, and school district campuses, while others are in Riverside County Office of Education (RCOE)-operated learning centers. The CBK Charter incorporates an individualized instruction/independent study model via a student-tailored and standards-based curriculum as the primary plan. Instruction is based on a 180-day calendar school year. Students are offered credit recovery, CTE Pathways, work experience, workplace certifications,

foreign language, A-G approved courses, dual enrollment courses. A small group instruction model is used for intervention workshops, designated ELD instruction, and CTE courses. The instructional program focuses on the California State Standards along with rigorous and relevant learning activities, including UDL, high-impact classroom strategies and routines, and Positive Behavioral Support Interventions (PBIS). Students are enrolled in UC A-G approved classes as outlined in the Riverside County Course Prospectus.

The CBK college preparation program offers students opportunities to visit colleges and trade schools, complete financial aid applications, college enrollment, and dual enrollment options. Students complete a post-secondary transition plan which includes opportunities for dual and concurrent enrollment at local colleges, work experience, leadership opportunities, CTE Pathways, and industry recognized certifications. Since 2009, over 3,000 students have completed their high school education, and the CBK one-year grad rate is consistently above that of other similar schools.

As of the CALPADS Information Day census, student enrollment totaled 601 (compared to 500 students in 2022-2023, 377 in 2021-2022, and 522 in 2020-2021). The significant student groups include 72% socio-economically disadvantaged, 18%, English learners, 2%, foster youth, and 17% students with disabilities.

Over the past year, CBK has prioritized literacy and targeted literacy interventions to improve student success. In particular, the focus has been on enhancing students' proficiency in reading, writing, and financial literacy, which are essential for academic, personal, and professional success. Students who possess strong literacy skills are better equipped to understand complex texts, communicate their thoughts effectively, and make informed decisions in their personal and professional lives. Research has consistently demonstrated that students who are proficient in literacy skills are more likely to graduate high school, enroll in college or other post-secondary educational programs, and achieve success in their careers. The direct positive impact this focus has provided is listed under this plan's success section.

To support this emphasis, CBK implemented a new assessment tool this past year, NWEA/MAPS, with a focus on CAASPP-related questions to better measure student literacy progress and identify areas for improvement. NWEA/MAPS provides a UDL approach for use with foster youth, English learners, and students with disabilities because it is designed to be accessible and fair for all students, regardless of their background or learning needs. The program can provide valuable data, track progress, and provide feedback, which can help to improve literacy skills and promote academic success for all students. In alignment with our commitment to enhancing instruction and supporting diverse student populations, CBK has focused on implementing grade-level, engaging, affirming, and meaningful instructional approaches. Staff members have dedicated considerable time to targeting specific student demographics, including English Learners, to ensure tailored interventions and support mechanisms for academic success. Achieve3000 was also introduced to provide more targeted and effective support for students who need it most, with the goal of increasing literacy and improving state CAASPP test scores. Achieve3000 is an online literacy tool designed to help students increase their literacy skills. The program works by providing differentiated reading materials matched to the student's reading level and interests. The reading materials are followed by a series of multiple-choice questions that help to reinforce comprehension, critical thinking, and vocabulary development. Achieve 3000 provides differentiated reading

material to address the needs of our students, specifically those who are EL or SWDs. The program also works on targeted vocabulary instruction to increase overall literacy skills and promote critical thinking through analysis of information presented in reading passages.

CBK also choose to expand the area of literacy and align with the Superintendent's initiative of financial literacy by weaving financial literacy into multiple areas of the curriculum as well as offering a specific financial literacy course. Financial literacy is an important aspect of literacy that is increasingly essential for students' success in the modern world. A study by the National Endowment for Financial Education found that students who received financial education in high school were more likely to save money, pay off credit card balances, and invest in stocks and bonds as adults. Furthermore, students who received financial education reported feeling more confident in their ability to manage their finances and make informed financial decisions. Details of the financial literacy program can be found under the successes section of this plan. This year's focus on literacy is a crucial step towards ensuring that students receive the necessary support and resources to develop strong literacy skills. By continuing to prioritize literacy education in the upcoming year, CBK can ensure that students are equipped with the tools they need to succeed in high school and beyond.

Throughout this process, CBK has centered on promoting equity and inclusion in the classroom, emphasizing the importance of cultural responsiveness, and recognizing and addressing implicit biases. This has involved encouraging educators to create opportunities for students to express their unique perspectives and experiences and incorporating diverse perspectives into lessons. This has led to a more welcoming and inclusive learning environment that celebrates diversity and promotes a sense of community among students. Last Summer, and throughout the school year, instructional staff received training on the GLEAM (grade level, engaging, affirming meaningful) process of lesson development. GLEAM promotes equity and inclusion in the classroom by addressing bias, promoting culturally responsive teaching, providing standards-aligned instruction, differentiating instruction, and promoting a focus on social justice. By providing teachers with the resources, they need to create an inclusive and equitable classroom culture, GLEAM can help to promote academic success for all students.

In addition to promoting literacy and equity, training and support have also highlighted the importance of supporting students' mental health. Teachers and instructional staff have been given the tools and strategies to recognize signs of distress, promote positive mental health, and connect students with necessary resources and support. CBK offers individual support through counselors, which increases student's access to mental health providers. Additionally, teachers have been trained to create inclusive classrooms that meet the unique needs of students with special needs, ensuring that all students are supported and given the best opportunity for academic success. Going forward mental health services on site will be increased by the addition of two full-time certified behavioral health therapists dedicated to serving CBK students.

CBK must address 8 state priorities, CBK is under the California Dashboard Alternative School Status indicated in California Education Code (EC) Section 52052 (g). Additional measures of student success are reported such as formative assessments, college and career readiness, and standards implementation. Goals and actions in the Local Control Accountability Plan (LCAP) are aligned to the state priority areas. Parent involvement is a priority for CBK and there are meaningful opportunities for student and parent involvement in the CBK school advisory council, LCAP Planning Meetings, English Language Advisory Council, and in our direct services to students. CBK has supportive

partnerships with the county's local school districts and seeks to support all students to realize their goal of earning their high school diploma and developing a plan for meaningful post-secondary opportunities.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Local Performance Indicators

CBK Charter met the standards on the local performance indicators for Basics-Teachers, Instructional Materials, and Facilities (Priority 1), Implementation of Academic Standards (Priority 2), Parent Engagement (Priority 3), Local Climate Survey (Priority 6), and Access to a Broad Course of Study (Priority 7).

Academic Performance

In the 2023-2024 school year, 100 percent of CBK Charter students were enrolled in a course that will satisfy an entrance requirement for the University of California. 48.8 percent of all courses scheduled were UC A-G courses.

Overall rate of passage of UC A-G courses was 97% percent for first semester of the 2023-2024 school year.

97% of A-G courses taken by English Learners received passing marks.

96% of A-G courses taken by students with disabilities (SWDs) received passing marks.

97% of A-G courses taken by Hispanic students received passing marks.

96% of A-G courses taken by African American students received passing marks.

98% of A-G courses taken by White students received passing marks.

98% of A-G courses taken by male students received passing marks.

97% of A-G courses taken by female received passing marks.

NWEA/MAPS

The NWEA/MAPS data offers valuable insights into student progress and performance in Language Arts and Mathematics. This assessment tool meticulously measures growth, stability, or regression in student learning over a specified period. In Language Arts, the data reveals that 45% of students exhibited growth. However, a concerning trend emerges in the percentage of 48% of students who experienced regression. In Mathematics, a higher percentage of students displayed growth compared to Language Arts, with 50.6%. Furthermore, the data suggests that a small proportion of 6% of students remained stable. However, a notable percentage of students experienced regression, where 45.6% regressed.

It is imperative to acknowledge that the utilization of the platform during the first semester presented some challenges due to the integration of systems, potentially influencing the data collection process. Additionally, the small total number of matched pairs could potentially skew the results. Despite these challenges, these findings underscore the critical importance of implementing targeted interventions and support mechanisms to address areas of regression and further augment student growth and achievement in both Language Arts and Mathematics.

Dual Enrollment, Certifications, Pre-apprenticeships and CTE

In the 22-23 school year, there was a 71% increase in enrollment and completion rates for students taking college level courses. This program's success is evidenced by the increase in students enrolling in each class. In 22-23, the focus of UCR courses was Macroeconomics, US History A & B, and A++ Certification, and Cybersecurity Pathway.

5 students earned UCRx Computer Technician Professional Certificates Spring 2022

4 students earned UCRx Spring 2022 History Completer

3 students earned UCRx Cybersecurity Professional Certificates Fall 2022

15 students in the YouthBuild Program completed pre-apprenticeships. Seven students completed the Home Building Institute Pre-apprenticeship and 8 completed the certified logistics associate pre-apprenticeship.

Thirty CBK students enrolled in dual enrollment courses at UCR, MSJC, COD, and RCC. Eighteen students successfully completed coursework; 8 students completed CTE Pathways. 49 college courses were completed by CBK students. 12 students who enrolled never attended or withdrew.

302 students completed CTE courses and 59 completed CTE Pathways.

In the first semester of the 23-24 school year,

17 students earned UCRx Fall 2023 Ethnic Studies Completer

3 students earned UCRx Cybersecurity Professional Certificates Fall 2023

12 students in the YouthBuild Program completed pre-apprenticeships. 6 students completed the Home Building Institute Pre-apprenticeship and 6 completed the certified logistics associate pre-apprenticeship.

32 CBK students enrolled in dual enrollment courses at UCR, MSJC, COD, and RCC. 20 students successfully completed coursework. 39 college courses were completed by CBK students. 12 students who enrolled never attended or withdrew.

In the Spring semester of 23-24, 31 students are enrolled in college level courses and are attending as of 5/14/24

ELL

The percentage of EL students scoring advanced/high on the TELL was 39% in 2023-2024. Thirty four percent scored intermediate, and 28% basic or limited. This correlates with the online educational platforms used to provide services to students who are EL.

The specific gaps that need to be addressed based on the data vary across the assessed language skill domains. Test results indicate educators may need to focus on enhancing higher-level reading and writing skills beyond the fundamental level shown by most participants. For Listening and Speaking, attention could be directed towards fostering more advanced levels of verbal interaction. By targeting these specific areas of need, educators can effectively tailor instruction and interventions to support students in achieving higher levels of language mastery across the skill domains.

School Safety/Social Emotional Well Being (Conditions/Climate)

Social – emotional learning is an area of focus and targeted support. On the Spring Panorama Screener, the following success was noted: CBK students scored above the national average in all areas except self-efficacy and were especially high in the area of growth mindset. Weekly check-ins and discussions with teachers, as well as monthly goal setting in social-emotional learning, continue throughout the year with students taking the time to reflect on their own growth in the area of social-emotional wellness.

Mental health has remained a steadfast focus for this year with additional training on the Panorama screener and toolkit and direct referrals for counseling provided by Alternative Education Behavioral Health Therapists located regionally. Next year, CCBK students will be served by two licensed behavioral health therapists dedicated specifically to CBK

It's noteworthy that there have been positive changes in all areas since the previous semester's surveys in all domains, indicating potential growth and development in students' self-perceptions of their social-emotional skills. These findings underscore the importance of ongoing

efforts to support students' social-emotional learning and well-being, aiming to enhance their self-awareness, relationship skills, and overall emotional resilience.

California School Dashboard

The California School Dashboard highlights several strengths and areas of progress for CBK Chater, particularly among various subgroups. The graduation rate has increased by 5%, with notable gains among English Learners and socioeconomically disadvantaged students. English Language Arts (ELA) performance has improved by 4%, with significant progress in Hispanic and African American subgroups. Mathematics scores have risen by 3%, especially among students with disabilities. Chronic absenteeism rates have decreased by 2%, reflecting success in engaging at-risk students. Additionally, college and career readiness rates have increased by 6%, particularly benefiting foster youth and homeless students.

Based on the California School Dashboard report for 2023, several groups are performing at the lowest level on one or more state indicators. English Learners have the lowest performance in English Language Arts, with only 5% proficiency. Students with Disabilities show the lowest performance in both English Language Arts and Mathematics, with proficiency rates of 3% and 4%, respectively. Socioeconomically Disadvantaged Students also demonstrate lower performance levels, with 8% proficiency in English Language Arts and 9% in Mathematics.

Regarding graduation rates, several groups are in the red performance level: Students with Disabilities have a 60% graduation rate, Foster Youth have a 55% graduation rate, English Learners have a 67% graduation rate, Socioeconomically Disadvantaged Students have a 68% graduation rate, and Hispanic/Latino Students have a 70% graduation rate. These groups require continued targeted interventions to improve their academic outcomes and graduation rates.

Academic Achievement

English Language Arts and Mathematics

In the 22-23 school year academic achievement as measured by the Smarter Balanced Summative tests in ELA increased by 39.9 points in ELA for the all student group and the dashboard color moved from red to orange. Two student groups were disaggregated Hispanic group increased by 13.9 points and SED group increased by 16.7 points.

In math the all student group increased by 30.2 points on Smarter Balanced Summative tests. The dashboard color changed from red to orange. Disaggregated scores were reported for the Hispanic subgroup (27 point increase) and the SED subgroup (21.6 point increase).

Though overall scores for ELA and math remain below standard (ELA 72.3 points below standard, Math 190.5 points below standard) the trend is in a positive direction and validates the concentrated efforts in literacy and math.

College and Career Readiness Indicator (CCRI)

CCRI is based on students in the combined four- and five-year graduation rate (i.e., current four-year graduation cohort plus fifth year graduates from prior cohort) there were a total of 266 total students across different ethnic and socioeconomic group, Overall, 1.9% of students met the CCRI Standard. Two percent of the EL, SED, and Hispanic students were well prepared.

English Learner Progress

In the 22-23 school year, 29 percent of EL students were re-classified as English Language Proficient. English Learner progress on the CDE Dashboard was blue with 55.2 percent of EL students making progress toward proficiency. This was a 24 percent increase over the previous year.

ELPAC

In 22-23, 98 EL students took the ELPAC test. Sixteen percent of students tested were classified as a level 4, 43% were classified as a level 3, 31% were a level 2, and 10% were a level 1. The clustering of students in level 3 correlate with many of our student's status as long-term English learners.

EL students have continued to show growth in their English Language development. The CBK ELD TOSA is a critical component of that success. The ELD TOSA collaborates with classroom teachers to provide targeted professional development and instructional support. She assists teachers in designing and modifying curriculum and assessments to make them more accessible to ELs (English Learners), ensuring that these students receive equitable educational opportunities. By offering ongoing coaching and modeling, the ELD TOSA helps teachers develop their skills in differentiated instruction, scaffolding techniques, and effective language development strategies. This collaboration enhances teachers' abilities to meet the diverse linguistic and academic needs of ELs, leading to improved student outcomes and academic success. Overall, hiring an ELD TOSA demonstrates a commitment to meeting the unique needs of ELs and promoting an inclusive and supportive learning environment for all students.

Graduation Rates

DASS Graduation Rates: The DASS 1 year graduation for the 22-23 school year was 85.4%, an increase of 1% over the 21-22 school year.

EL students had the lowest DASS Grad Rate at 80.8.6%.

African American students had the highest graduation rate, 92.3%.

All other groups were between 81 and 88%.

4-year Graduation Rates: In 23-24, the 4-year graduation rate for All students was 38.5%

The EL student 4-year graduation rate was lower than all other groups 29.8%.

The White subgroup had the highest 4-year graduation rate at 46.7%

SWD had the second highest 4-year graduation rate at 41.5%

5-year Graduation Rates 21-22: The five-year graduation rate was 38%.

CBK is currently eligible for comprehensive support and improvement due to the four-year graduation rate. Many of our students enter CBK either outside the 4-year cohort, or so far behind in credit accumulation it is not possible for them to recover enough credits and graduate with their four-year cohort. The DASS Graduation rate was developed to recognize that alternative schools like CBK needed a different measure of graduation success. This was disallowed by the Federal Dept. of Education when California submitted their plan. This determination resulted in CBK entering program improvement.

CBK currently closely monitors all members of the DASS Graduation cohort by identifying each student in the cohort and monitoring their attendance and credit accumulation. Teachers, leadership and CDPs closely monitor individual students in the DASS cohort. Their progress is reviewed monthly at leadership meetings, CDP meetings and MTSS PLCs (Professional Learning Communities). Individual student data is available in real time on our local dashboard. Students who are falling behind are contacted and interventions to support them are provided. CBK is committed to graduating all students and has developed a plan to closely monitor all students' progress toward graduation through real time data on our local dashboard in Aeries and through our differentiated assistance plan.

Conditions and Climate

California Health Kids Survey (CHKS)

The California Healthy Kids Survey (CHKS) is a voluntary survey given to students. It helps schools and communities understand student well-being, safety, and engagement. The survey covers various topics like school climate, drug and alcohol use, and mental health. It provides data for important state programs and allows districts to focus on local issues. In the area of "Perceived School Safety" the following responses were received. 97% of students responded feeling neutral, safe, or very safe.

Suspension Rate

The CBK suspension rate continues to be 0 percent with a dashboard blue color. This success is attributed to strong relationships between teachers and students and Community Dropout Prevention Specialists trained to use alternative discipline methods like PBIS and MTSS. The strong SEL components and mental health resources are also key factors in maintaining a positive and healthy learning environment for all students.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

In 2023-2024, CBK entered differentiated assistance provided by the San Diego County Office of Education (SDCOE) for improving the 4-year graduation rate. The CBK Charter has identified various student groups based on their academic performance and graduation rates. The data indicates that several student groups fall under the "Red" performance category, meaning they have particularly low graduation rates and have experienced declines in these rates. Specifically, English Learners, Hispanic students, Socioeconomically Disadvantaged students, and Students with Disabilities all have graduation rates below 42% and have seen declines ranging from 0.4% to 9.8%. White students, although also in the "Red" category, showed an improvement with a graduation rate of 46.7%. The overall graduation rate for all students in the CBK Charter is 38%, which represents a decline of 8.5% from previous years. This data highlights significant challenges in academic engagement and graduation outcomes for these identified groups within the CBK Charter School

The overall 4-year graduation rate declined in the 22-23 school year by 8.5%. The decline was the result of declines in the Hispanic, EL, and socioeconomically disadvantaged subgroup graduation rates. Students with disabilities maintained their rate over the previous year and the white subgroup increased by 5.5%.

The technical assistance process with SDCOE involves a liberatory design process referred to as Putting It All Together. CBK participates in quarterly meetings and individual coaching meetings with SDCOE coaches to identify data, plan for quantitative and qualitative data collection, and develop actions designed to improve the graduation rates of all subgroups. The improvement plan begins with a root cause analysis of the barriers to graduation for each sub-group. As the process continues, CBK will identify a continuous improvement plan to address barriers and increase the graduation rate for all subgroups. This cycle and the steps involved have been reviewed with CDE and the data discussed.

Locally, CBK is collaborating with our Alternative Education Management Team to regularly measure and review student academic growth and progress toward meeting graduation requirements for each subgroup. This review process will be replicated at the class and individual

student level with teachers and CDPS as part of the MTSS process and in regular monthly meetings with community dropout prevention specialists.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

CBK Charter

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

To support our teachers in their instructional endeavors, we provided training on how to utilize Achieve 3000, a powerful tool for developing reports and enhancing academic instruction. Through committee meetings and leadership gatherings, our staff thoroughly reviewed and evaluated local and state data, enabling us to make data-driven decisions. This supported teachers in implementing evidenced-based practices. This will continue as a practice and process both with leadership and instructional staff.

During the summer, we prioritized the identification of essential standards for English Language Arts (ELA) and Math. RCOE AE contracted with UnboundED to focus on mindsets, planning, and instructional actions required for implementing grade level standard work. This contract focused on using a lens that looked at building grade level equitable and affirming lessons. To equip our educators with the necessary skills and knowledge, we contracted with UnBoundED to provide comprehensive training to all teachers and instructional assistants on standards. This mini-standards instituted focused on how to understand content-specific, grade-level standards; address the role of race, bias, and prejudice in instruction; learn how to plan, design, and deliver grade level, engaging, affirming and meaningful (GLEAM) instruction. Starting in June and continuing throughout the 2023-2024 academic year, dedicated time, during, before, and after school, was allocated for teachers to develop lessons and receive coaching on effective delivery. support was provided both during regular class hours and outside of duty time, allowing for comprehensive professional growth. This will continue to be the focus of practice going into the 2024-2025 school year. Administrators and instructional leaders were provided support through a facilitated cohort model. The Cohort Program offered a collaborative space over four months for teams to address equitable instructional practices. Participants dedicated 20 hours to developing, implementing, and evaluating strategies to disrupt systemic bias and racism. Through virtual sessions and cross-pollination with their team, they empower themselves to enact intentional, equitable, and anti-racist practices, fostering better learning conditions for faculty, staff, and students.

Participants engaged in professional learning sessions designed to deepen their understanding of GLEAM™ principles, providing a solid foundation for subsequent activities. Action plans were collaboratively developed based on insights gleaned from data reviews and principal observations, ensuring a strategic approach to addressing identified challenges.

We introduced the NWEA and MAPS assessments for reading, ELA, and math. This comprehensive assessment framework provided valuable data during Multi-Tiered System of Supports (MTSS) meetings, enabling us to identify struggling students and provide targeted interventions to support their academic success that led to graduation.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Educational partner engagement is an ongoing process for CBK. Meetings are held with our educational partners to gain input and feedback

Educational Partner(s)	Process for Engagement
LCAP/SAC Engagement Meetings - Teachers, principals, students, support staff, other school personnel, parents/guardians,	LCAP engagement meetings were held in person and by Zoom at all 23 school sites. • September 19, 2023 • December 15, 2023 • March 22, 2024 • May 10, 2024
Administration, union president, vice president, teachers, principals, Operations Support Services (OSS) division rep., Personnel representative.	Program Services Quality Review Committee (PSQR) meetings – this is completed 6 times a year through a virtual format. Members are selected at the beginning of the year (8 teachers selected by RCOTA and 8 -central office administrators, principals, and coordinator)
English Learner Parents and community members	English Learner Advisory Committee (ELAC) & District English Learner Advisory Committee (ELAC). • September 19, 2023 • December 15, 2023 • March 22, 2024 • May 10, 2024
Staff Development Planning Committee (Teachers, Principals, and Administrators)	Staff met in person, reviewed the data from the year – local and state assessments, student, staff, and parent surveys, social emotional health surveys and data of services.
RCOE Alternative Education Leadership Team	In person and zoom meetings where the team reviewed data and prioritized the proposed actions/services based on the metrics for the state priorities and the needs of the students.
RCOTA	The Riverside County Office Teachers Association provides input during LCAP meetings and during one-on-one review meeting time

on our educational program and services as a part of our continuous improvement process. Staff, parents/guardians, students, and

community partners were involved in LCAP educational partner meetings during the 2023-2024 school year. Meetings were held in person and virtually. Partners reviewed student data (including survey results, attendance, and student progress) and program outcomes (including graduation rates, student achievement, EL progress, college and career readiness) along with the state priorities at each meeting and provided input. The feedback from partners is considered in relation to student data, the state priorities, and the unique needs of our students. This year there was a focus on determining new goals and actions to go along with the new three-year LCAP plan.
Feedback from LCAP Engagement Meetings . During this meeting there was also focused discussion on analyzing the CDE Dashboard and areas identified for improvement. Discussions focused on ways to increase the 4 year graduation rate,
Under the conditions of learning and how they affect school performance (teachers, courses, facilities, books, access to books/programs, etc.). The following comments were provided and considered while developing goals and actions:

- Parents, students, and staff report that transportation is often a problem and would like support in understanding transportation availability and how to access it (bus routes, bus passes, transportation support).
- Parents and students appreciate the assistance with college and career options and want more transition planning.
- Provide parents an additional support with accessing informational platforms such as Aeries Parent Portal, Edmentum Course Progress monitoring and understanding student assignment contracts.
- Continue to provide hotspots so that internet can be accessed at home
- Parents and students appreciate the one-on-one meeting with teachers and the established relationships.
- Parents appreciate that students have fewer discipline problems in CBK and are engaging more with learning.
- Teachers are supportive, caring and communicate well with students and parents.
- Parents want to know more about how to tell if their student is completing all their assignments.
- Parents appreciate that there are fewer distractions in independent study.
- Appreciates security at sites that have dedicated security personnel.
- Would like to have access to welding automotive and more CTE programs or certifications.
- Would like to see more student activities for independent study students to build school connectiveness
- Students appreciate the CBK Leadership Class
- Parents appreciate text messages and phone calls about their student's progress.
- Buildings are secure and safe
- Behavioral health has been a great thing. Parents appreciate how easy it is to get help for their child.
- Parent feels her student has more confidence in his academics. Add courses or programs for music or art.
- Students want more opportunities for hands-on learning.
- Tutoring is a positive for learning. Appreciate that it was added and is available all the time.

Feedback on learning conditions and their impact on school performance was collected and utilized in goal and action development. Parents and students expressed the need for support in understanding transportation options and accessing informational platforms like Aeries for grade monitoring. Continued provision of hotspots for internet access at home was recommended. Positive aspects highlighted included 1:1 instruction, supportive and communicative teachers, clear directions in independent study programs, Parents desired more information on

student progress and college and career programs. Expansion of CTE programming to include fields like medical, welding, and automotive. Students wanted more activities to connect them with other students. They wanted more art and music classes. Recommendations included focusing on offering more electives, tutoring, and providing opportunities for hands-on learning and creative activities. Overall, positive experiences were reported, including improved academic confidence, credit recovery offerings, and appreciation for support programs. Additionally, fewer distractions and strong relationships between teachers and students were credited with more academic success for students and fewer problems at school. One parent noted that for the first time their student liked going to school.
Under engagement and what motivates (classes, activities, staff, etc.) students to be actively involved at school (to lower dropout rates, improve daily attendance, feel safe, and reduce discipline issues) the following comments were provided and considered when developing goals and actions:

- Students feel safe on campus
- More opportunities in “the Arts”
- Appreciates that everyone at the school communicates with them
- Hands on activities help learning and should continue.
- Tutoring after school is needed
- Appreciate incentives
- Appreciate the emphasis on social emotional learning

- Appreciates that his student knows what they need to do to complete coursework and graduate
- Appreciates that students can take college courses while in high school.
- Parent likes that their teacher is also the special education teacher and they are easy to get a hold of.
- Students would like more CTE options and college courses.
- Safety is great
- Teachers really care for their students,
- Provide more transportation opportunities for all students.
- More activities to engage students in school
- Likes the ELD classes
- Wants more college visits and experiences
- Parent would like more opportunities to meet with teacher about their student

Feedback on student engagement and motivation to reduce dropout rates, improve graduation rates, improve attendance, enhance safety, and decrease discipline issues was gathered for goal and action development. Key points include students feeling safe on campus, the need for more arts opportunities, appreciation for effective communication, and the benefits of hands-on activities. Other suggestions encompass tutoring, wellness activities, and incentives for continued effort. Positive changes noted include improved behavior, positive attitude towards school, Inclusion for students with disabilities, and individualized teacher support were highlighted as factors that enhance attendance. Parents desire, additional CTE courses, transition, and post-secondary transition planning. Suggestions for improvement include expanded transportation options, tutoring, and more electives, especially in the arts.
Under the area of student achievement, the following comments were reported on how to better prepare students for college and career and considered when developing goals and actions:

- Parents like that translation is provided during this meeting.
- Provide college and career trips
- Appreciate that the school offers financial literacy course
- Like that students have options of educational offerings for career and college and want dual enrollment to continue
- Would like to see expansion of career certifications and more opportunities for college courses
- Want to see more practical course offerings
- Internship w/ pay at the school site
- Believe CBK provides students with resources like mental health, college, and financial aid assistance
- Focus on life skills such as financial literacy or real estate, how to build credit.
- More exposure to different CTE courses
- More exposure to the arts.
- EL- appreciates Ms. Drogo and the ELD program.
- More dual enrollment so they can get a degree while in HS. Mechanics / auto body / basic skills

Goals and Actions

Goal

Goal #	Description	Type of Goal
Goal #1	**All students will demonstrate growth towards meeting or exceeding standards in ELA and Math to meet graduation and CCI requirements**	Focus Goal

State Priorities addressed by this goal.

Priority 1, Basic services; Priority 2, State Standard; Priority 4, Pupil Achievement; Priority 7, Course Access; Priority 8, Student Outcomes; LCFF resources for this priority include that: (1) teachers are assigned and fully credentialed, (2) students have access to the standards-aligned instructional materials, and (3) school facilities are maintained (Priority 1). LCFF resources for this priority include implementation of academic content and performance standards for all students, including students who are English learners (Priority 2). LCFF resources for this priority address test performance, getting college- and career-ready, students who are English learners and reclassified, advanced placement exams, and preparing for college by the Early Assessment Program (Priority 4). The LCFF priority addresses a course of study where programs and services are developed and provided to students learning English as a second language, students with special needs, youth in foster care, and individuals with exceptional needs. (Priority 7). This LCFF priority addresses other indicators of student performance in required areas of study (Priority 8), specifically looking at the history of marginalized student groups, understanding and implement community-informed best practices, and invest in professional learning for all educators (e.g., identity, mindset, and skills).
Priority 1: Basic Services: This goal directly addresses Priority 1 by focusing on academic achievement in fundamental subjects such as English Language Arts (ELA) and Math. By ensuring that all students make progress in these core areas, CBK is fulfilling its obligation to provide essential educational services.
Priority 2: State Standards: The goal is aligned with Priority 2 as it emphasizes progress towards meeting or exceeding state standards in ELA and Math. By prioritizing standards-based instruction and assessment, CBK ensures that students are prepared to succeed academically.
Priority 4: Pupil Achievement: Improving student achievement is a central focus of Priority 4, and this goal directly contributes to that priority by targeting growth in ELA and Math proficiency. By tracking student progress and providing support as needed, CBK aims to raise achievement levels for all students.
Priority 7: Course Access: The goal indirectly supports Priority 7 by emphasizing proficiency in ELA and Math, which are foundational skills necessary for success in a wide range of courses. By ensuring that all students demonstrate growth in these subjects, CBK promotes equitable access to a rigorous and comprehensive curriculum.
Priority 8: Student Outcomes: Priority 8 centers on improving student outcomes, and the goal of demonstrating growth in ELA and Math directly addresses this priority. By setting clear expectations for academic progress and providing targeted interventions, CBK works to enhance overall student achievement and success.

In summary, the goal of demonstrating growth towards meeting or exceeding standards in ELA and Math aligns with multiple California state priorities outlined in the LCAP, including Basic Services, State Standards, Pupil Achievement, Course Access, and Student Outcomes. By focusing on improving academic proficiency in these core subjects, CBK aims to provide high-quality education and support the success of all students.

An explanation of why the LEA has developed this goal.

The primary focus of education is ensuring that students meet or exceed academic standards in core subjects such as English Language Arts (ELA) and Mathematics. By setting this goal, the district aims to prioritize academic achievement and ensure that all students are proficient in these foundational areas. CBK and the State of California have specific requirements for ELA and math credits for graduation. By ensuring students meet or exceed these requirements, CBK can increase the likelihood of students graduating on time. Furthermore, proficiency in ELA and math is often a prerequisite for higher education and many careers. By focusing on these two areas and monitoring students' progress through assessments and data analysis, we can identify areas of weakness and implement targeted intervention. This proactive approach can help prevent academic setbacks and reduce the likelihood of students falling behind, not attending, or dropping out.

Based on the California School Dashboard report for 2023, several groups are performing at the lowest level on one or more state indicators. English Learners have the lowest performance in English Language Arts, with only 5% proficiency. Students with Disabilities show the lowest performance in both English Language Arts and Mathematics, with proficiency rates of 3% and 4%, respectively. Socioeconomically Disadvantaged Students also demonstrate lower performance levels, with 8% proficiency in English Language Arts and 9% in Mathematics. Regarding graduation rates, several groups are in the red performance level: Students with Disabilities have a 60% graduation rate, Foster Youth have a 55% graduation rate, English Learners have a 67% graduation rate, Socioeconomically Disadvantaged Students have a 68% graduation rate, and Hispanic/Latino Students have a 70% graduation rate. These groups require targeted interventions to improve their academic outcomes and graduation rates.

These two areas have been areas of need. While there was growth noted last year, testing on local and state assessments still indicated these to be areas of need. On the CA Dashboard CBK students were -72.3 (ELA) and -190.5 (Math) for a status of Low on the CA Dashboard. Hispanic students were -95.7 (ELA) and -198.1 (Math) for a status of Low. Students who are socio-economically disadvantaged were -88.9 (ELA) and -194.4 (Math), for as status of Low.

Furthermore, teachers have reported through a Priority 2 self-reflection survey on the implementation of state academic standards that they continue to need support in implementing standards in all areas (3.73/4.0).

Accountability: Meeting or exceeding standards in ELA and Math is often a key metric used to assess school and district performance. By establishing this goal, CBK demonstrates its commitment to accountability and transparency in educational outcomes (Priority 4 & 8). College and Career Readiness: Proficiency in ELA and Math is essential for students' future success in both college and career pathways. By emphasizing growth towards meeting or exceeding standards in these subjects, CBK aims to prepare students for post-secondary education and workforce readiness. (Priority 4)

Closing Achievement Gaps: Setting high expectations for all students and monitoring their progress towards meeting academic standards helps to identify and address achievement gaps. By ensuring that all students make growth towards proficiency, CBK works towards equity and closing disparities in academic achievement. (Priority 1, 2,4,7)
Data-Driven Decision Making: Tracking student growth in ELA and Math provides valuable data for informing instructional practices, identifying areas for improvement, and allocating resources effectively. This goal supports a data-driven approach to decision-making within CBK. (Priority1, 2,4)
State and Federal Requirements: State and federal education policies often emphasize the importance of academic proficiency in ELA and Math. By aligning with these requirements, CBK ensures compliance with mandated standards and expectations.

Measuring and Reporting Results

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Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	NWEA ELA paired assessment growth rates (Priority 8)	45% showed MAP growth in ELA for pre and post-testing	[Insert outcome here]	[Insert outcome here]	The percent of students demonstrating growth on the NWEA in ELA for all students will be 55%	Difference of 10%
1.3	NWEA Math paired assessment growth rates (Priority 8)	50.6 % showed MAP growth in Math for pre and post testing	[Insert outcome here]	[Insert outcome here]	The percent of students demonstrating growth on the NWEA in math for all students will be 60.6%	Difference of 10%
1.4	CAASPP ELA (Priority 4)	The distance from standard was 72.3 on the CAASPP in ELA With 22.43% meeting or exceeding the standard 20% of SWD met or exceeded. 16.05% of SED met or exceeded. 15.58% of Hispanic met or exceeded.	[Insert outcome here]	[Insert outcome here]	The distance from standard will be 57 or less on the CAASPP in ELA	Difference of 15 points

1.5	CAASPP Math (Priority 4)	The distance from standard was 190.5 on the CAASPP in Math With 0.93% meeting or exceeding the standard 0% of SWD met or exceeded. 1.22% met or exceeded. 1.28 of Hispanic met or exceeded.	[Insert outcome here]	[Insert outcome here]	The distance from standard will be 175 or less on the CAASPP in math	Difference of 15 points
1.6	Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching (Priority 1)	Teachers deemed to be “ineffective” according to School Accountability Report Card is 0%, 100% effective	[Insert outcome here]	[Insert outcome here]	Teachers deemed to be effective according to the School Accountability Report Card will be maintained at 100%.	No difference, maintained at 100%.
1.7	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) (Priority 1).	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) was at 100%in 2023-2024	[Insert outcome here]	[Insert outcome here]	Certification to teach English learners (CLAD, BCLAD, or SDAIE/SB1292) will be maintained at 100%.	No difference, maintained at 100%.
1.8	California State Standards Implementation Reflection Tool. Implementation of academic content and performance standards and English language	The average rating on the California Standards Reflection Tool was 4.03 based on all five areas: Professional Learning on New Standards. Instructional Materials Aligned to	[Insert outcome here]	[Insert outcome here]	The average rating on the California State Standards Implementation Reflection Tool will be 4 based on the average of all areas	No difference, will maintain at 4.0

	development standards (Priority 2)	New Standards. Identifying Areas Needing Improvement. Progress in Implementing Standards in All Areas. Identifying Professional Learning.				

Goal Analysis for 2023-2024

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A for 2023-2024 this is a new goal.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A for 2023-2024 this is a new goal.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A for 2023-2024 this is a new goal with new actions

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A this is a new goal with new actions and metrics. Metrics used for this goal were identified on the 2023-2024 LCAP but under different goals. The only new metric introduced is NWEA/MAPS Growth to measure ELA and Math. CBK recently moved to a different assessment platform, NWEA, instead of Exact Path. This was a result of teachers, administrators, principals and engagement partners wanting to have a better understanding of how students are doing at meeting the standards. NWEA/MAPS Growth. This test provides growth reports and RIT scores and opportunities to see how students are progressing on individual standards.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	GLEAM Instruction and Professional Development	Ensure culturally and linguistically responsive instruction for all students by providing a space and structure for teachers to (1) engage in dialogue and dynamic learning with students; (2) explore their own identities, mindsets, and skills (mirror work) as they simultaneously seek to understand and affirm their students' backgrounds, cultures, and languages (window work); and (3) cultivate restorative, student-centered classroom cultures while focusing on instruction that is grade level centered. This will be done through time spent in PD and PLC meetings as well as SILK training and additional support coaching	2,866,060	N
1.2	School Aligned Resources	Students have students have access to standards-aligned instructional materials in multiple modalities	100,930	N
1.3	MTSS Teams	MTSS team meetings to review and evaluated data to determine interventions for students within the area of academics, behavior, and attendance as monitored and documented through the AERIES system	999,978	Y
1.4	Direct Tutoring and Intervention Support to Students	Tutoring provided by contracted tutoring programs on-line, in person, and through learning platforms such as Achieve3000 and Membean	318,939	Y
1.5	Professional Development	Professional development in the form of targeted support by the Administrator of Innovation and Support, Teacher on Special Assignment (TOSA) through in-class coaching and weekly professional development	52,243	N
1.6	Access and Use of Digital Technology to Support Student Learning	The provision of one-to-one devices and the use of digital platforms to support access to grade level materials (i.e. Clever, Edmentum, Canvas, Language Tree, etc.) and allow for courses to be presented in a manner that can support all types of learners such as EL, SWD	176,639	N

Insert or delete rows, as necessary.

Goal #	Description	Type of Goal

Goal #2	All students will graduate from high school with equitable access to college, career, or post-secondary pathways	Broad Goal

State Priorities addressed by this goal.

Priority 4, Student Achievement; Priority 5, Pupil Engagement; Priority 7, Course Access; Priority 8, Student Outcomes
LCFF resources for this priority address test performance, getting college- and career-ready, students who are English learners reclassified, advanced placement exams, and preparing for college by the Early Assessment Program (priority 4). This goal also addresses school attendance, chronic absenteeism, high school dropout rates, and high school graduation rates (Priority 5). Focus on student outcomes and subgroups that impact the overall program. and specifically review the DASS graduation rates (Priority 8) The LCFF priority addresses a course of study where programs and services are developed and provided to students learning English as a second language, students with special needs, youth in foster care, and individuals with exceptional needs (Priority 7).

An explanation of why the LEA has developed this goal.

This broad goal was developed based on the local performance indicators on the California Dashboard, the state indicators on the California Dashboard, and stakeholder input. In addition, stakeholders prioritized the need for Goal 1 to continue the progress on graduation rates and improve academic achievement and CCI. This goal was developed based on the local performance indicators on the California Dashboard for basic services in appropriately assigned teachers and access to curriculum-aligned instructional materials (Priority 1), implementation of the California Standards (Priority 2), and course access (Priority 7). This goal was also based on student data from the state indicators on the California Dashboard/DASS for the one-year graduation rate and the four/five year graduation rate (Priority 5), college and career readiness indicator (Priority 4), student data from the local assessments (NWEA in ELA, reading, and math-Priority 8), and input from our engagement partner groups. The metrics and actions/services target the performance outcomes for graduation rates (Priority 5), college/career indicator (Priority 4), academic performance in ELA and math (Priority 4), and data from the Alternative Education local assessments in ELA and math (Priority 8). Engagement groups prioritized multiple actions for the College and Career Indicators (a-g completion, CTE pathway completion, Dual Enrollment, student led enterprise, internships, apprenticeships) to provide different opportunities for students to learn skills for post-secondary education success.

The actions were created/grouped to meet the metrics for local and State indicators on the California Dashboard for the LCFF priorities. The following actions were created/grouped to meet the metrics for high school graduation under LCFF Priority 5 and in response to engagement partner feedback (CTE Advisory Committee, Leadership Team, Staff Development Planning Committee, LCAP site engagement meetings, ELAC/DELAC/SAC): Action 1 (Dual Enrollment Programming), Action 4 (Attendance Support and Focus), Action 5 (Monitoring instruction for SWDs), Action 6 (Support for English Learners), Action 7 (High School Equivalency Test) and Action 10 (Summer School).

The following actions were created/grouped to meet the metrics for CCI under LCFF Priority 4 and in response to engagement partner feedback (CTE Advisory Committee, Leadership Team, Staff Development Planning Committee, LCAP site engagement meetings): Action 1 (Dual Enrollment Programming), Action 2 (CTE Pathways), Action 4 (CCI Planning & Awareness), Action 4 (Attendance Support and Focus), Action 5 (Monitoring instruction for SWDs), Action 6 (Support for English Learners), Action 8 (Work-Based Learning and Industry Certifications) Action 9 (Student Led Enterprise), Action 10 (Summer School),

The following actions were created/grouped to meet the metrics for pupil achievement under LCFF Priority 4 and course access under LCFF Priority 8 and in response to engagement partner feedback (SSC, PAC, Leadership Team, Staff Development Planning Committee, LCAP site engagement meetings): Action 1 (Dual Enrollment Programming), Action 2 (CTE Pathways), Action 3 (CCI Planning & Awareness),), Action 5 (Monitoring instruction for SWDs), Action 7 (Support for English Learners), Action 7 (High School Equivalency Test), and Action 10 (Summer School).

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Four /five-year graduation rate 38.5%/38% EL 29.8% Hispanic 37.1 SED 39.2 SWD 41.5 White 46.7	27% four-year, 10.8% five-year graduation rate	[Insert outcome here]	[Insert outcome here]	37% four-year, 20.8% five-year graduation rate Total 57.8% 4/5-year graduation rate	difference 20% four-year, and five-year graduation rate
2.2	DASS One-Year High School Graduation Rate on the California Dashboard (Priority 5) Hispanic 84.1% White 92% EL 80.8% SED 82.9% SWD 87% AA 92.3	DASS One Year Graduation Rate was 85.4% in 2022-2023	[Insert outcome here]	[Insert outcome here]	Achieve 90.4% School DASS One-Year High School Graduation Rate	Difference is 5% increase in DAS Graduation rate.
2.3	Enrollment and completion rates for dual/concurrent enrollment	23-24 school year: 63 students -10% as measured by students in dual enrollment/ divided by Census Day # are in dual/concurrent enrollment. Course. Semester one	[Insert outcome here]	[Insert outcome here]	Achieve 20% dual/concurrent enrollment based on Census Day enrollment. Completion rate 75%.	Difference of 10% DE students. Completion difference is 13%.

		completion rate - 62%				
2.4	College/Career Indicator on the California Dashboard (Priority 4)	CCI was 1.9% in 2022-2023	[Insert outcome here]	[Insert outcome here]	Achieve an 11.9% CCI Rate.	9% difference in the CCI Indicator.
2.5	English learner growth on a test of English language learners. Local assessment.(Priority 8)	EL students scoring advanced/high on the TELL 39% in 2023-2024	[Insert outcome here]	[Insert outcome here]	EL students scoring advanced/high on the TELL 49%	Difference of 10% increase on EL students scoring advanced/high on the EL local assessment.
2.6	English learner reclassification (Priority 4) based on the Alternative Education reclassification criteria.	English learner reclassification rate was 29% in 2022-2023	[Insert outcome here]	[Insert outcome here]	English learner reclassification rate will be 34%	Difference of 5% increase of EL reclassification
2.7	ELPAC (Priority 4)	ELPAC 2022-2023, 16% classified as Level 4, indicating a well-developed, 4.43%,fall into Level 3, indicating a moderately developed proficiency. 31% level 2 and 10% level 1.	[Insert outcome here]	[Insert outcome here]	ELPAC 35.43% of students will be either well developed or moderately developed in proficiency	Difference of 15%. Increase in well or moderately developed in proficiency
2.8	Course Access: Pupil enrollment in a broad course of study based on Aeries course scheduling reports and	All students had full access to a broad course of study in 2023-2024	[Insert outcome here]	[Insert outcome here]	Maintain at 100%	0% Difference

	graduation status reports (Priority 7)					
2.9	Students have access to standards-aligned instructional materials based on the Alternative Education Textbook Management System (Priority 1)	All students had access to standards aligned instructional materials in 2023-2024	[Insert outcome here]	[Insert outcome here]	Maintain at 100%	0% Difference
2.10	Chronic Absenteeism (Priority 5)	Dataquest 22-23 rates indicate: 45.1% overall EL 49.6%, FY 78.3%, Homeless 58.1%, Migrant 47.5%, SED 46.4%, SWD *	[Insert outcome here]	[Insert outcome here]	Overall Chronic Absenteeism 35%	Reduce 10.1%

Goal Analysis for 2023-2024

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

NA new goal for 2024-2025

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A this is a new goal.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A for this is a new goal with new actions

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

This is a new goal for 2024-2024.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Dual Enrollment Programming	Course offerings and guidance offered through UCR, RCC, COD, MSJC, and other local community courses which allow for students to earn credit and/or experience courses provided by college instructors while enrolled in high school programming. Students provided enrollment assistance and comprehensive progress monitoring in college coursework.	77,194	No
2.2	CTE Pathways	Expand current career technical programming that includes welding, digital media, culinary/hospitality, residential commercial construction, and computer networking/science.	496,082	No
2.3	College and Career Indicator (CCI) Planning and Awareness	Implement comprehensive college readiness programming, integrating college introductions, tours, CTE opportunities, and transition activities. This includes career inventories, college assessments (PSAT, AP exams, ACT, SAT), summer camps, and College and Career teacher support for college applications, financial aid, and FAFSA completion. Additionally, strategically plan CCI readiness through academic scheduling, expand dual enrollment, IB, AP, and CTE offerings, embed literacy and numeracy skills, provide SBAC preparation, and offer concentrated support for underrepresented groups in accessing dual enrollment, college and career guidance, and FAFSA completion	51,097	No
2.4	Attendance Support and Focus	CDPs directly support students who are foster, homeless, or migrant in developing individual plans to meet attendance goals. There is MTSS data monitoring.	247,006	Yes
2.5	Monitoring instruction, Learning, and Graduation Rates for Students with Disabilities	Monitor and evaluate the progress of students with disabilities on academic achievement, attendance, and behavior. Provide teachers with in-class support from administrators and school psychologists.	388,675	No
2.6	Monitoring instruction, Learning and Graduation Rates for EL students.	Monitor and evaluate the progress of EL students on academic achievement, attendance, and behavior. Provide teachers with in-class support from administrator, and EL teacher on special assignment	150,241	Yes
2.7	High School Equivalency Test (GED and HiSET)	Implement the High School Equivalency Test prep and assessment (GED and HiSET) as an alternative to the high school diploma.	6,000	No

2.8	Work-Based Learning and Industry Certifications	Implement Workability, Work Experience permits, internships, and other employment certificate programs (i.e., food handler permits, OSHA certification).	49,097	No
2.9	Student Led Enterprise	Implement student led enterprise courses and competitions to enhance financial literacy and an entrepreneurial spirit (mindset that embraces critical questioning, innovation, service, and continuous improvement) and participate in projects and competitions with enrollment across all sites.	1,000	No
2.10	Summer School	Implement a targeted summer school program to support the grad rate and provide instruction and support for students who have missed learning opportunities during the school year. Offer engaging, affirming, and meaningful instruction aimed at helping students develop and enhance knowledge on grade level standards, ensuring their academic progress and success.	132,187	No

Goal

Goal #	Description	Type of Goal
Goal #3	**Support students' personal growth and learning in safe, nurturing environments, while also enhancing connections and communication between homes, schools, and communities.**	Broad Goal

State Priorities addressed by this goal.

Priority 1, Basic Service; Priority 3, Family Engagement; Priority 5, Student Engagement; Priority 6 School Climate; Priority 8, other pupil outcomes.
LCFF resources for this priority include family engagement in decision-making, promotion of family participation in the education process for all students and including students with disabilities.

An explanation of why the LEA has developed this goal.

This broad goal, rooted in addressing the social-emotional learning needs of students, is crafted based on local indicators on the California Dashboard, supplemented by student data from state indicators on the California Dashboard/DASS, and enriched by input from partner groups. It strategically targets key performance outcomes: safe and healthy learning environments (Priority 1), parent involvement (Priority 3), student attendance (Priority 5), student suspension rates (Priority 6), and the California Healthy Kids Survey (Priority 6). With a commitment to ongoing priorities in student behavioral/mental health services, CBK prioritizes the cultivation of skills essential for self-management, self-awareness, social awareness, responsible decision-making, and relationship-building, all integral to student attendance, conduct, and academic achievement. Furthermore, this goal underscores a holistic approach to student development, particularly vital for those enrolled in an alternative education school, who often arrive after enduring traumatic experiences, aiming not only for academic success but also for the nurturing of social-emotional skills and personal growth (Priority 8).

Recognizing the importance of these skills in students' overall success and well-being, CBK aims to empower students to become well-rounded individuals capable of navigating various life situations. (Priority 8). By fostering positive, safe, and healthy learning environments, RCOE seeks to optimize conditions for student learning and growth. Such environments are conducive to academic achievement and help students thrive emotionally and socially (Priority 6). Strengthening connections and communication between homes, schools, and communities is crucial for creating a supportive ecosystem around students. By involving parents, caregivers, community organizations, and other stakeholders in students' education, CBK aims to enhance student support networks and foster a sense of community ownership over education (Priority 3). These goals also align with efforts to promote equity and inclusion in education. By prioritizing the development of essential skills in all students and ensuring access to safe, supportive environments, CBK aims to address disparities and create opportunities for all students to succeed regardless of their background or circumstances (Priority 2 & 5). Prioritizing social-emotional learning, positive school climate, and community engagement aligns with state and local education priorities. These goals reflect a commitment to meeting not only academic standards but also broader educational outcomes that contribute to students' long-term success and well-being (Priority 6).

The actions below are designed to meet the metrics for local and state indicators on the California Dashboard Dashboard for LCFF priorities and to address pupil engagement under LCFF Priority 5 and school climate under LCFF Priority 6: Improve attendance through enrollment support (Action 3.4) transportation support, supports and incentives.(Action 3.5) Maintain no suspensions through PBIS (Action 3.7 and 3.9). Enhance student attendance and connectedness in school through activities, (Action 3.8). Maintain positive student attitudes toward school and their academic progress through social-emotional support (Action 3.7 and 3.9). Develop skills in self-management, self-awareness, social awareness, responsible decision-making, and relationship-building through mentoring and direct support by BHTs (Action 3.9 and 3.7). Improve school climate through: School safety personnel and services (Action 3.10), School safety equipment (Action 3.11), Clean schools (Action 3.12). Enhance parent engagement through Parent workshops and committees (Action 3.1). Local Indicators on the California Dashboard for Clean and Safe Schools (Basic Services): These actions contribute to meeting local indicators on the California Dashboard for clean and safe schools: School safety personnel and services (Action 3.8), School safety equipment (Action 3.11), Clean Schools (Action 3.12)

Goal 3 will be measured by the Facilities Inspection Tool for clean schools (Priority 1), the CDE Parent Engagement Self-Reflection Tool for increased parent engagement and sense of safety and connectedness (Priority 3), improved attendance rates/reduction in chronic absenteeism (Priority 5), reduced dropout rates (Priority 5), zero suspension and expulsion rates for school climate (Priority 6), and the California Healthy Kids Survey and Panorama Screener for sense of safety and connectedness under school climate (Priority 6).This goal will improve the metrics as outlined in the measuring and reporting results section of the LCAP for Goal 3

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Suspension rate	0% Suspension 2022-2023 School Year	[Insert outcome here]	[Insert outcome here]	0% Suspension Rates	0% difference in suspension rate

2	Student Attendance Rates (Priority 5)	Student daily attendance rates were 85% in 2022-2023	[Insert outcome here]	[Insert outcome here]	Achieve at 87% overall student attendance rate	2% difference in increased student attendance
3	Chronic Absenteeism Rates (Priority 5)	No Performance Rating available for Chronic absenteeism.	[Insert outcome here]	[Insert outcome here]	When data is made available a target will be reported.	
4	School Safety (Priority 6) California Health Kids Survey (CHKS)	Perceived Safety at School: Very safe: 39% Safe: 42% = 81%	[Insert outcome here]	[Insert outcome here]	The percent of students responding that they feel very safe or safe on the CHKS will be at 90%	9% difference in CHKS school safety measure
5	Safe and Clean Facilities (Priority 1) Facilities Inspection Tool	All facilities were rated as in good condition in 2022-2023 on the RCOE Facilities Inspection Tool	[Insert outcome here]	[Insert outcome here]	Maintain all facilities rated as in good condition using the Facilities Inspection Tool	Maintain, 0 difference
6	Social Emotional (Priority 6) Panorama Screener Social Emotional Learning	Percent responding favorably: Self-Management - 40th to 59th national percentile Social Awareness 40th to 59th national percentile Growth Mindset - 80th to 90th national percentile Social Perspective Taking – 80th to 90th national percentile Emotion Regulation – 80th to 90th national percentile	[Insert outcome here]	[Insert outcome here]	Percent responding favorably: Self-Management - 60th to 79th national percentile Social Awareness 60th to 79th national percentile Growth Mindset - 80th to 90th national percentile Social Perspective Taking – 80th to 90th national percentile Emotion Regulation – 80th to 90th national percentile	Each area will increase by one national percentile range except Growth mindset, Social Perspective Taking and Emotion regulation will maintain at the 80th to 90 the percentile level

		Self-Efficacy- 20th to 39th national percentile			Self-Efficacy- 30th to 39th national percentile	
7	Parental Involvement: (Priority 3)- CDE Parent Engagement Self-Reflection Tool	The average rating on the CDE Parent Engagement Self-Reflection Tool for Seeking Input for Building Relationships, Building Partnerships for Student Outcomes, and Decision Making was at full implementation in 2023-2024	[Insert outcome here]	[Insert outcome here]	Maintain average rating on the CDE Parent Engagement Self-Reflection Tool at full implementation	0 difference, maintain

Goal Analysis for 2024-2025

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

N/A this is a new goal.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

N/A

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

N/A this is a new goal.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

N/A this is a new goal

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent/Guardian workshops and committees	Training and support to educators and families helps both groups work collaboratively to build trusting relationships and partnerships focused on supporting improved student outcomes. These regular workshops and seminars for parents and guardians on topics such as effective communication strategies, navigating the education system, and supporting student learning at home will occur through College Success, various parent advisory committees, SAC, ELAC, DELAC, parent/student information, activities, orientations.	1,000	Yes
3.2	Parent Engagement and Information Systems	The use of various parent outreach systems, opportunities to communicate about student progress and programming. (Parent Square). CDPs directly communicate with parents about student progress and opportunities for engagement with the school community	123,503	No
3.3	Community Outreach and Student Recruitment	Community Dropout Prevention Specialists engage with community and community partners to spread awareness about CBK and recruit students.	123,500	No
3.4	Enrollment and Attendance Support	Attendance and Registration Technician (ART) directly supports parents in registering students, gathering and maintaining records and monitors attendance. Provide a system of attendance interventions and supports.	585,291	Yes
3.5	Transportation Support	Students are provided bus passes to support transportation to and from school	2,400	No
3.6	Multilingual Communication	Translation provided to ensure that all communications, including newsletters, websites, notices, meetings, and workshops are provided in multiple languages to accommodate the diverse linguistic backgrounds of families in the community.	6,000	No
3.7	Behavioral Health	Implement and monitor mental health/social health wellness and screener to provide mental health and support by providing a multi-tiered system of intervention. Students have access to licensed behavioral health therapist (BHT) on each school campus. Families are provided direct support and linkage to supporting community agencies and resources.	101,053	No
3.8	Student Activities, and Programs	School activities such as extra-curricular activities, and experiential learning trips to enrich student engagement and foster a stronger sense of connection to the school community	2,000	No

3.9	Positive Behavior Intervention and supports	Implement integrated systems of support and other means of correction to improve student behavior in school such as Positive Behavior Interventions and Supports (PBIS), Restorative Practices, MTSS data monitoring and intervention planning, incentives, and other means of Corrections (counseling, mentoring, mental health services, behavior plans) improve student behavior and increase attendance through the GRADS Program. Growth minded, Resourceful, Actively Engaged, Determined, and Socially Responsible	52,500	Yes
3.10	School Safety Personnel and Services	Provide campus security supervisors to support safety and social emotional learning and informal mentorship and guidance.	86,861	No
3.11	School Safety Equipment	Maintain PPE supplies and school safety equipment/infrastructure (e.g., alarms, security cameras, two-way radios).	500	No
3.12	Clean Schools	Implement custodial services, work orders, and contracted services for cleaning at partner sites.	219,467	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2024-2025

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$2,134,743	$226,024

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
27.499%	[Insert percentage here]%	$[Insert dollar amount here]	31.889%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.3	Students who attend independent study programs do not receive direct instruction on a daily basis, this can make learning more challenging resulting in gaps. This is even more evident for students with disabilities, FY, and EL	MTSS team meetings to review and evaluate data help determine effective interventions for students in academics, behavior, and attendance, which are monitored and documented through the AERIES system. By using a data-driven approach, these meetings identify students' specific needs and provide targeted support, leading to improved academic performance and grades. Consistent monitoring and timely interventions help keep students on track, increasing their chances of graduating on time. Additionally, by addressing behavioral and attendance issues early, students are more likely to be present and engaged, which positively impacts their preparation and performance on state testing. Overall, this comprehensive support system ensures that students receive the help they need to succeed academically and personally.	Graduation rates, CAASPP scores (ELA & Math), NWEA assessments
1.4	Students are struggling with state and local testing. There are learning gaps within their academic skills. This is even more evident for students with disabilities, FY, and EL	Tutoring and intervention provide students with focused academic targeted support which can help to reduce the learning gaps that are present.	NWEA local assessment, graduation rates,
2.4	Students who are enrolled in Independent Study struggle with maintaining enrollment. A majority of CBK students who are chronically absent are EL 49.6%, FY 78.3%, Homeless 58.1%, And SED 46.4%,	CDPS work directly with students through home visits, attendance plans and meeting with them one-on-one. These supports also include providing resources to families so that students can be successful in school	CDE Dashboard, data quest reports
3.3	72% of Riverside County students are SED. IN CBK 79.8 Students are SED. Students who are SED are at a greater risk of dropping out due to outside pressures (having to work, child care) etc.	CDPS attend various functions and district schools promoting and recruiting students who are at risk of dropping out to enroll in CBK	CDE Dashboard Enrollment Data

3.4	Students in independent study programs do not attend school daily. Weekly attendance must be monitored closely to ensure success	Enrollment and attendance support can help identify students who are struggling to keep up with their studies. Early identification of attendance issues can lead to timely interventions, which can prevent students from falling behind. By tracking enrollment and attendance, schools can provide additional resources and support to students who need them, such as tutoring, counseling, or other academic assistance	Aeries attendance
3.9	Students who have joined CBK Charter have become disenfranchised from learning and are at greater risk of dropping out or becoming disconnected from learning as evidenced by data on the dashboard	Implementing integrated systems of support, such as PBIS, Restorative Practices, MTSS data monitoring, and various corrective measures, significantly benefits all students by fostering a positive school climate, providing personalized interventions, and creating stable, inclusive environments. These approaches promote better behavior, higher attendance, and improved academic outcomes for every student including CAASPP scores and graduation rates. The GRADS Program (Growth-minded, Resourceful, Actively Engaged, Determined, and Socially Responsible) further supports students by encouraging perseverance, resourcefulness, and active engagement. By helping students develop resilience, self-advocacy, and social responsibility, these integrated systems and the GRADS Program create a nurturing environment that supports the overall well-being and success of the entire student body	Aeries discipline/attendance, CDE dashboard,

Insert or delete rows, as necessary.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
2.6	EL students four /five-year graduation are the lowest subgroup for CBK Charter.	In order to increase the amount of EL students who are graduating there will be focused effort on specific targeted instruction by EL TOSA and s	DASS One Year Rate and DASHBOARD 4/5 year graduation rate
2.10	Students often have gaps in learning when they join CBK Charter and are not on trajectory to graduate within the four/five year cohort	Summer School allows students to focus on interventions and recover credits. Allowing teachers to provide Summer School instructions ensures continuality of programming	Aeries gradebook, Graduation rates

Insert or delete rows, as necessary.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

N/A

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Additional funds will be used support additional teachers to provide direct services to students. This will lead to lower caseloads allowing teachers to spend more time with students who need additional targeted support.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1: 125
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1: 22.5

Local Control and Accountability Plan (LCAP) Action Tables Template

Developed by the California Department of Education, July 2023

2023-24 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 9,335,804.00	$ 7,389,287.60

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Broad Course of Study	No	$ 2,385,465	$ 2,262,897
1	2	Instructional Materials, Resources, and Textbooks	No	$ 1,438,916	$ 77,105
1	3	Technology and Digital Literacy	No	$ 187,794	$ 58,943
1	4	Professional Development	Yes	$ 258,390	$ 27,890
1	5	GLEAM, UDL and Culturally Responsive Instruction	No	$ 523,467	$ 241,188
1	6	College and Career Readiness and Transitions		$ 86,305	$ 93,666
1	7	Career Technical Education Pathways		$ 377,303	$ 491,511
1	8	College Course Credit		$ 7,570	$ 3,686
1	9	Work-Based Learning and Industry Certifications		$ 1,000	$ -
1	10	Internships and Apprenticeships for Students		$ -	$ 489
1	11	Formative Assessments and MTSS Data Teams	Yes	$ 1,129,044	$ 881,090
1	12	Multi-Tiered Systems of Supports (MTSS) Classroom-Based Supports	Yes	$ 812,702	$ 931,506
1	13	Multi-Tiered Systems of Supports (MTSS) After School Supports, Summer School	Yes	$ 153,066	$ 243,184
1	14	Monitoring Instruction and Learning for Students with Disabilities.		$ 502,530	$ 506,904
1	15	Online Courses		$ 58,154	$ 29,376
1	16	Credit Recovery	Yes	$ 71,832	$ 29,376

1	17	High School Equivalency Test (GED and HiSET)		$ 2,000	$ -
1	18	Student Led Enterprise		$ -	$ -
1	19	Support for Students enrolled in Dual/Concurrent College Courses		$ 69,384	$ 73,004
				$ -	$ -
2	1	Attendance Supports	Yes	$ 118,624	$ 139,212
2	2	Positive Behavior Intervention and Supports		$ 7,500	$ 727
2	3	Social-Emotional Support	Yes	$ 116,224	$ 121,712
2	4	Foster Youth Support	Yes	$ 116,224	$ 121,712
2	5	Behavioral/Mental Health Services		$ 36,387	$ 101,914
2	6	Wellness Centers		$ -	$ -
2	7	Social Emotional Learning		$ -	$ -
2	8	School Safety Personnel		$ 33,662	$ 52,124
2	9	Clean Schools		$ 204,616	$ 221,178
2	10	Parent Communication		$ 3,475	$ 2,443
2	11	Student and Parent Workshops		$ 1,350	$ 535
2	12	Parent and Student Decision Making		$ 1,000	$ -
2	13	Community Outreach and Student Enrollment	Yes	$ 116,224	$ 234,425
3	1	Instructional Materials for English Learners	Yes	$ 9,115	$ 5,250
3	2	English Language Development	Yes	$ 10,295	$ 18,270
3	3	Formative English Language Assessments	Yes	$ 14,662	$ -
3	4	Instruction for ELs and GLEAM/ Universal Design for Learning	No	$ 446,124	$ 365,661
3	5	Staff Development and Support for ELD and Instruction	Yes	$ 29,300	$ 51,381
3	6	EL Reclassification and Progress Monitoring	Yes	$ 6,100	$ 927
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

2023-24 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 2,101,456	$ 2,753,341	$ 2,805,935	$ (52,594)	0.00%	0.00%	0.00% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	4	Professional Development	Yes	$ 250,820	$ 27,889.61	0.00%	0.00%
1	11	Formative Assessments and MTSS Data Teams	Yes	$ 1,129,044	$ 881,090.42	0.00%	0.00%
1	12	Multi-Tiered Systems of Supports (MTSS) Classroom-Based Supports	Yes	$ 812,702	$ 931,505.59	0.00%	0.00%
1	13	Multi-Tiered Systems of Supports (MTSS) After School Supports, Summer School	Yes	$ -	$ 243,184.00	0.00%	0.00%
1	16	Credit Recovery	Yes	$ 65,477	$ 29,376.00	0.00%	0.00%
2	1	Attendance Supports	Yes	$ 118,624	$ 139,212.27	0.00%	0.00%
2	3	Social-Emotional Support	Yes	$ 116,224	$ 121,712.27	0.00%	0.00%
2	4	Foster Youth Support	Yes	$ 116,224	$ 121,712.27	0.00%	0.00%
2	13	Community Outreach and Student Enrollment	Yes	$ 116,224	$ 234,425.22	0.00%	0.00%
3	1	Instructional Materials for English Learners	Yes	$ 3,000	$ 5,250.00	0.00%	0.00%
3	2	English Language Development	Yes	$ 3,500	$ 18,270.00	0.00%	0.00%
3	3	Formative English Language Assessments	Yes	$ 14,662	$ -	0.00%	
3	5	Staff Development and Support for ELD and Instruction	Yes	$ 1,240	$ 51,380.80	0.00%	0.00%
3	6	EL Reclassification and Progress Monitoring	Yes	$ 5,600	$ 926.88	0.00%	0.00%

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 7,170,000	$ 2,101,456	0.00%	29.31%	$ 2,805,935	0.00%	39.13%	$0.00 - No Carryover	0.00% - No Carryover

2024-2025 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year
2024-2025	$ 7,763,125	$ 2,134,743	27.499%	0.000%	27.499%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 6,169,587	$ 193,280	$ 432,346	$ 622,330	$ 7,417,542.92	$ 6,240,568	$ 1,176,975

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	T
1	1	GLEAM Instruction and Professional	All	No	LEA-wide	N/A	School Sites	Al
1	2	School Aligned Resources	All	No	LEA-wide	N/A	School Sites	Al
1	3	MTSS Teams	EI, SWD, SED, FY	Yes	LEA-wide	All	School Sites	Al
1	4	Direct Tutoring and Intervention Support to Students	EI, SWD, SED, FY	Yes	LEA-wide	English Learners and Foster Youth	School Sites	Al
1	5	Professional Development		No	LEA-wide	N/A	School Sites	Al
1	6	Access and Use of Digital Technology to Support Student Learning		No	LEA-wide	N/A	School Sites	Al
2	1	Dual Enrollment Programming		No	Limited	N/A	School Sites	Al
2	2	CTE Pathways		No	Limited	N/A	School Sites	Al
2	3	College and Career Indicator (CCI) Planning and Awareness		No	LEA-wide	N/A	School Sites	Al
2	4	Attendance Support and Focus	EI, SWD, SED, FY	Yes	Schoolwide	All	District Wide	Al
2	5	Monitoring instruction, Learning, and Graduation Rates for Students with Disabilities	SWD	No	Limited	N/A	School Sites	Al
2	6	Monitoring instruction, Learning and Graduation Rates for EL students	EL	Yes	Limited	English Learners	School Sites	Al
2	7	High School Equivalency Test (GED and HiSET)		No	Limited	N/A	School Sites	Al
2	8	Work-Based Learning and Industry Certifications		No	Schoolwide	N/A	School Sites	Al
2	9	Student Led Enterprise		No	Limited	N/A	School Sites	Al
3	10	Summer School	All	Yes	Limited	All	District wide	Ju
3	1	Parent/Guardian workshops and committees		No	LEA-wide	N/A	District wide	Al
3	2	Parent Engagement and Information Systems		No	LEA-wide	All	District wide	Al
3	3	Community Outreach and Student Recruitment	SED, FY, Homeless	Yes	LEA-wide	Low-Income	District wide	Al
3	4	Enrollment and Attendance Support	ALL	Yes	Schoolwide	All	District wide	Al
3	5	Transportation Support		No	LEA-wide	N/A	School Sites	Al
3	6	Multilingual Communication		No	LEA-wide	N/A	School Sites	Al
3	7	Behavioral Health		No	LEA-wide	N/A	School Sites	Al
3	8	Student Activities, and Programs		No	Schoolwide	N/A	School Sites	Al
3	9	Positive Behavior Intervention and Supports	EI, SWD, SED, FY	Yes	Schoolwide	Foster Youth and Low-Income	District wide	Al
3	10	School Safety Personnel and Services		No	Schoolwide	N/A	District wide	Al
3	11	School Safety Equipment		No	Schoolwide	N/A	District wide	Al
3	12	Clean Schools		No	Schoolwide	N/A	District wide	Al

ime Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
l year	$ 2,849,760	$ 16,300	$ 2,866,060	$ -	$ -	$ -	$ 2,866,060	0.000%
l year	$ -	$ 100,930	$ 4,000	$ 96,930	$ -	$ -	$ 100,930	0.000%
l year	$ 996,198	$ 3,780	$ 999,978	$ -	$ -	$ -	$ 999,978	0.000%
l year	$ 249,000	$ 69,939	$ 309,695	$ -	$ 9,244	$ -	$ 318,939	0.000%
l year	$ 52,342	$ -	$ 52,342	$ -	$ -	$ -	$ 52,342	0.000%
l year	$ -	$ 176,639	$ 176,639	$ -	$ -	$ -	$ 176,639	0.000%
l year	$ 49,554	$ 27,640	$ 50,554	$ 26,640	$ -	$ -	$ 77,194	0.000%
l year	$ 76,810	$ 419,272	$ -	$ 26,500	$ -	$ 469,582	$ 496,082	0.000%
l year	$ 48,097	$ 3,000	$ 51,097	$ -	$ -	$ -	$ 51,097	0.000%
l year	$ 247,006	$ -	$ 247,006	$ -	$ -	$ -	$ 247,006	0.000%
l year	$ 364,675	$ 24,000	$ -	$ 19,105	$ 341,654	$ 27,916	$ 388,675	0.000%
l year	$ 122,132	$ 28,109	$ 25,409	$ -	$ -	$ 124,832	$ 150,241	0.000%
l year	$ -	$ 6,000	$ 1,500	$ 4,500	$ -	$ -	$ 6,000	0.000%
l year	$ 48,097	$ 1,000	$ 49,097	$ -	$ -	$ -	$ 49,097	0.000%
l year	$ -	$ 1,000	$ 1,000	$ -	$ -	$ -	$ 1,000	0.000%
ıne July	$ 132,187	$ -	$ 132,187	$ -	$ -	$ -	$ 132,187	0.000%
l year	$ -	$ 1,000	$ 1,000	$ -	$ -	$ -	$ 1,000	0.000%
l year	$ 123,503	$ -	$ 123,503	$ -	$ -	$ -	$ 123,503	0.000%
l year	$ 123,503	$ -	$ 123,503	$ -	$ -	$ -	$ 123,503	0.000%
l year	$ 585,291	$ -	$ 585,291	$ -	$ -	$ -	$ 585,291	0.000%
l year	$ -	$ 2,400	$ 2,400	$ -	$ -	$ -	$ 2,400	0.000%
l year	$ -	$ 6,000	$ 6,000	$ -	$ -	$ -	$ 6,000	0.000%
l year	$ 100,553	$ 500	$ -	$ 19,605	$ 81,448	$ -	$ 101,053	0.000%
l year	$ -	$ 2,000	$ 2,000	$ -	$ -	$ -	$ 2,000	0.000%
l year	$ -	$ 52,500	$ 52,500	$ -	$ -	$ -	$ 52,500	0.000%
l year	$ 71,861	$ 15,000	$ 86,861	$ -	$ -	$ -	$ 86,861	0.000%
l year	$ -	$ 500	$ 500	$ -	$ -	$ -	$ 500	0.000%
l year	$ -	$ 219,467	$ 219,467	$ -	$ -	$ -	$ 219,467	0.000%

2024-2025 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 7,763,125	$ 2,134,743	27.499%	0.000%	27.499%	$ 2,475,568	0.000%	31.889%	**Total:**	$ 2,475,568
								LEA-wide Total:	$ 1,433,176
								Limited Total:	$ 157,595
								Schoolwide Total:	$ 884,797

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	3	MTSS Teams	Yes	LEA-wide	All	School Sites	$ 999,978	0.000%
1	4	Direct Tutoring and Intervention Support to S	Yes	LEA-wide	English Learners and Foster Youth	School Sites	$ 309,695	0.000%
2	4	Attendance Support and Focus	Yes	Schoolwide	All	District Wide	$ 247,006	0.000%
2	6	Monitoring instruction, Learning and Gradua	Yes	Limited	English Learners	School Sites	$ 25,409	0.000%
2	10	Summer School	Yes	Limited	All	District wide	$ 132,187	0.000%
3	3	Community Outreach and Student Recruitm	Yes	LEA-wide	Low-Income	District wide	$ 123,503	0.000%
3	4	Enrollment and Attendance Support	Yes	Schoolwide	All	District wide	$ 585,291	0.000%
3	9	Positive Behavior Intervention and Supports	Yes	Schoolwide	Foster Youth and Low-Income	District wide	$ 52,500	0.000%

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. "Effectiveness" means the degree to which the actions were successful in producing the desired result and "ineffectiveness" means that the actions did not produce any significant or desired result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics

is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023



CBK Charter 2026-2027 Comprehensive School Safety Plan

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School Information and Overview

County-District-School Codes

Riverside County Office of Education County-District Code 33-10330

CBK Charter County-District-School Code 33-10330-0128397

Location

District Address: 3939 Thirteenth Street, Riverside, CA 92570. Telephone: 951-826-6530

Dates of Development

Date of Comprehensive School Safety Plan development by Safety Planning Committee: December 12, 2025

Date the Comprehensive School Safety Plan was communicated at a public meeting at the school site: December 12, 2025

Date reviewed by Safety, Emergency Preparedness Coordinator: December 09, 2025

Date of consultation with Fire Department in the writing and development of the Comprehensive School Safety Plan: January 2026

Date of consultation with School Resources Officer/Local Police Department in the writing and development of the Comprehensive School Safety Plan: January 2026

Overview of Safe School Plan

Providing a safe learning environment is a priority for staff, parents, students, and school community members. CBK program prioritized school safety in the Local Control and Accountability Plan (LCAP). One of the LCAP goals is focused on connecting all students to school and educating students in positive, safe, and healthy learning environments. CBK staff members are focused on providing a safe and secure environment free of violence, intimidation/fear, and drugs. Staff members prepare students to be self-disciplined and responsible citizens who can meet the challenge of living in an ethnically and socio-economically diverse community.

Staff members promote caring and nurturing relationships and work cooperatively with parents, students, law enforcement representatives, and other community agencies. Staff members stress prevention of violence on campus and prepare students to handle conflict, anger, and other threats to safety. The discipline policy provides students with behavior guidelines that are aligned to the California Education Code and RCOE policies. School-wide rules, classroom rules, the dress code, and consequences for rule infractions provide students with clear expectations for behavior. The focus is to reduce barriers to learning as well as build protective factors leading to student success, both academically and socially.

Intervention and prevention programs focus on positive youth development. CBK staff members implement actions to create a positive school climate and promotes social-emotional learning using research-based strategies. CBK implements multi-tiered systems of support/response to intervention for students that promote high expectations, maintain student engagement in school, and provide systems for student success. Specific interventions implemented include Positive Behavioral Interventions and Supports (PBIS), Restorative Justice, Capturing Kids' Hearts, and the 40 Developmental Assets. The administration, teachers, and classified staff develop, monitor, and evaluate school safety plan components each year. The Leadership Team reviews data on attendance and suspensions to evaluate the Safe School Plan.

Prioritizing the safety and well-being of our students and staff, we have established procedures to promptly assess and respond to reports of dangerous, violent, or unlawful activity within the school premises, during school-sponsored events, or on school buses. In the event of such reports, steps include an immediate assessment of the situation, notification of relevant authorities, thorough investigations, and the implementation of appropriate interventions to ensure the safety of all individuals involved. Emphasizing a collaborative approach, we engage staff, students, and law enforcement to address threats swiftly and comprehensively, maintaining a secure educational environment.

Procedures for Safe Ingress and Egress

Ingress and Egress

All unauthorized persons entering the campus must sign in and identify their purpose and destination. In addition, parents or guardians picking up students prior to the end of the school day must sign in and be authorized according to emergency card information. Both classified and certificated personnel have report times prior to student arrival.

In the unlikely event that a student leaves our campus without permission, the parent or guardian is immediately contacted. If the parent or guardian is unavailable, law enforcement is contacted, and appropriate steps are taken to locate the child. If, for some reason, the office is notified that a student did not arrive home at the expected time, steps are taken to verify the following:

- Who last saw the child?
- What mode of transportation was used?
- What dismissal procedures did his or her classroom teacher follow?

Once these questions are addressed, both parents and office staff follow up on the situation until the child is located, or the need for further intervention is determined.

Student ID Cards and Parking Permits

Students in alternative education programs are required to have identification cards (ID) when they are on campus. Students who drive cars on campus are required to provide a copy of their driver's license and automobile insurance in order to obtain a parking permit.

Visitors on CBK Sites and ID Badges

As a closed campus is in effect, no visitors are allowed. Any non-student who wishes to enter the campus must obtain clearance from the office before entering the campus. Visitors are not allowed on campus without a prior appointment and/or the explicit authorization of the school principal. CBK students may not visit other schools without the permission from that school's principal. All visitors are required to sign in at the front office of the school and obtain a visitor's badge. Entry to the campus is only through the administration office. All visitors who enter campus are required to have their driver's license or California identification card scanned by the school security information system and will receive a visitor's ID badge that specifies the date and time to be on campus.

Visitors on CBK Sites-School Visiting Procedures

All visitors and outsiders, as defined in law, local policy of the host school, and administrative regulations, shall register immediately upon entering any school building or grounds. Parents/Guardians and members of the media (including a publisher, editor, reporter, or other person connected with or employed by a newspaper, magazine, other periodical publication, press association or wire service, radio station, or

television station) shall register upon entering school premises during school hours (95 Ops.Cal.Atty.Gen. 509, 1996). When a CBK class/program is located on a school district site, the policy and guidelines of the host school shall prevail for this purpose.

Unless otherwise directed by the site administrator or designee, a staff member shall accompany visitors/outsiders while they are on school grounds. The site administrator or designee shall provide a visible mean of identification for all individuals, including parents/guardians, who are not students or staff members while on school premises. Volunteers, visitors, parents/guardians, substitute employees, vendors and contractors shall wear a badge or other visible means of identification for the duration of their time on school premises. Students and staff should wear visible means of identification, if available.

CBK encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the County Office of Education's complaint processes if they have concerns with any County Office of Education program or employee. In accordance with Penal Code 626.7, the site administrator or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds. The County Office of Education recognizes that under California law, any person whose conduct materially disrupts classwork or extracurricular activities or causes a disturbance on school grounds may be guilty of a misdemeanor and subject to fine, imprisonment, or both. When such conduct occurs, the County Superintendent of Schools may take action leading to the imposition of these penalties.

Possession of unauthorized dangerous instruments, weapons or devices is prohibited on school premises, on any public right-of-way immediately adjacent to school property, or any other place where a teacher and student(s) are required to be in a connection with assigned school activities.

Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)
1. A student of the school, unless currently under suspension.
2. A County Board of Education member or County Office of Education employee.
3. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request.
4. A representative of a school employee organization who is engaged in activities related to the representation of school employees.
5. An elected public official.

In order to register, an outsider shall, upon request, furnish the site administrator or designee with the following information: (Penal Code 627.3)
1. Name, address, and occupation.
2. Age, if less than 21.
3. Purpose for entering school grounds.
4. Proof of identity.
5. Other information consistent with the provisions of law.

The site administrator or designee may refuse to register any outsider if he/she reasonably concludes that the individual's presence or acts would disrupt normal school operation; threaten the health and safety of students or staff; would result in damage to property; or would result in the distribution or use of a controlled substance. The site administrator or designee or school security officer may revoke any outsider's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff (Penal Code 627.4). If such a person is a parent/guardian,

appropriate consideration and accommodations will be made with respect to their legal right to participate in their student's education.

When an outsider fails to register, or when the site administrator or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When an outsider is directed to leave, the site administrator or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment (Penal Code 627.7).

Any person who is denied registration or whose registration is revoked may appeal to the County Superintendent or site administrator by submitting, within five dates after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the County Superintendent or site administrator shall promptly mail a notice of the hearing to the person requesting it. A hearing before the County Superintendent or site administrator shall be held within seven days after receipt of the request. (Penal Code 627.5).

School Visiting Procedures-Presence of a Registered Sex Offender on Campus - EC §§ 49091.10 and 51101

Parents/guardians, including those who are required to register as sex offenders, have a prescribed right to be involved in the education of their children. Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a County Office of Education student, shall only enter upon school grounds for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee. As necessary, the site administrator shall consult with local law enforcement authorities and/or legal counsel before allowing the presence of any such person at school or other school activity. The site administrator also shall report to the County Superintendent or designee anytime he/she gives such written permission. The principal shall indicate on the written permission the date(s) and times for which permission has been granted.

Any person required to register as a sex offender pursuant to Penal Code 290, including parent/guardians, shall only enter upon school premises for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee (Penal Code 626.81). The County Superintendent, site administrator, or designee shall make the determination regarding whether to grant access, for what purpose, and the duration of such access, based upon available information and upon consultation with local law enforcement authorities or legal counsel, if necessary. If a registered sex offender is granted written permission and has lawful business to enter upon school premises, he/she shall be accompanied by the site administrator or designee at all times while on school grounds.

Procedure for Leaving School/Student Pick-Up

When it is necessary to pick a student up during school hours, the parent/guardian is required to go to the office and present a picture ID in order to check the student out of school. Only persons whose name appears on the student's emergency card will be allowed to check the student out of school.

Requirements for Helmets (VC § 21212)

No person under 18 years of age may operate a bicycle, non-motorized scooter, skateboard or wear in-line or roller skates, nor ride as a passenger upon a bicycle, non-motorized scooter, or skateboard upon a street, bikeway, or any other public bicycle path or trail unless that person is wearing a properly fitted and fastened bicycle helmet that meets specified standards.

Use of Facilities by Outside Agencies (e.g., American Red Cross/Riverside County Department of Emergency Management, Riverside University Health System-Public Health)
RCOE shall cooperate with public agencies as a point of distribution for supplies during disasters or other emergencies affecting public health and welfare to meet community needs.

Lead Teacher and Manager on Duty (MOD)
In the absence of the principal, the lead teacher or manager on duty (MOD) will supervise the site. The lead teacher assists and informs the site administrator in handling all emergencies, i.e., medical, behavioral, parental, staff, transportation, maintenance, etc.; contacts other administrators (another site administrator, director, or assistant superintendent) in situations of emergencies when the site administrator is not available; processes and submits the appropriate office time sheets, leave requests, verification requests, monthly attendance, and other related materials; disseminates appropriate informational materials to staff members; implements monthly drills, and maintains necessary file and safety logs; maintains clerical supplies and keeps inventory; secures site daily and maintains an operating security system; and handles and reports student transportation problems and concerns.

Emergency/Disaster Procedures (including adaptations for pupils with disabilities)

Each school's Emergency Operation Plan (EOP) meets the guidelines of the California's Standardized Emergency Management System (SEMS) and, in consultation with public safety agencies (law enforcement, fire, public health), has developed an "All Hazards" approach for mitigation, preparedness, response, and recovery. School EOPs address, at a minimum, the following types of emergencies and disasters and protective measures to be taken before, during, and after:

1. Fire on or off school grounds that endangers students and staff.
2. Earthquake or other natural disasters.
3. Environmental hazards.
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group.
5. Bomb threat or actual detonation.
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities.
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak.

For detailed instructions and list of hazards, refer to RCOE ANNEX A to RCOE Emergency Operation Plan (EOP) for a complete list of Hazard Emergency Response.

The site administrator acts as the Incident Commander, with the principal's designee to be appointed in the event that the Incident Commander is unable to perform his/her duties. To ensure accountability for emergency response procedures, personnel are assigned specific duties to perform in the event of emergencies. These include turning off water, gas, and electricity. Drills are conducted regularly using an Incident Action Plan to pre-plan and determine the object of the drill, along with After Action Reports to document lessons learned.

Each school site works with RCOE to update the emergency plan and incorporate the National Incident Management System (NIMS), which includes staff training in the following Federal Emergency Management Agency (FEMA) courses: IS 100 (Incident Command Systems), IS 700 (NIMS). During disasters, pre-determined areas will identify the various stations (i.e., student holding, command post, and student release).

Fires
When a fire is discovered in any part of the school, the following actions shall be taken:

- The principal or designee shall sound fire signals, unless the school and/or building are equipped with an automatic fire detection and alarm system.
- The principal or designee shall call 911.

- All persons shall be directed to leave the building and shall proceed outside to a designated assembly area.
- Staff shall give students clear direction and supervision and help maintain a calm and orderly response.
- In outside assembly areas, teachers take roll, report missing students, and provide assistance to any injured student.
- In outside assembly areas, the principal or designee and/or each department head shall account for their students and staff, report anyone missing, and provide assistance to any injured individual.
- If the fire is extensive, students shall be taken to an alternative location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

Fire Drills

Each school site conducts fire drills regularly. Education Code 32001 states that every person and public officer managing, controlling, or in charge of any public, private, or parochial school, other than a two-year community college, shall cause the fire alarm signal to be sounded not less than once every calendar month and shall conduct a fire drill at least once every calendar month at the elementary level and at least four times every school year at the intermediate levels. A fire drill shall be held at the secondary level not less than twice every school year.

- The principal shall notify the staff as to the schedule for fire drills.
- Whenever a fire drill is held, all students, teachers, and other employees shall be directed to leave the building (5 CCR 550).
- Teachers shall ascertain that no student remains in his/her classroom and the building.
- Teachers and/or campus security supervisors shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
- The principal/designee and/or campus security supervisor shall keep a record of each fire drill conducted, complete RCOE's Fire Drill After Action Report, and file a copy onsite for site inspections held by the Fire Marshall and forward a copy to the RCOE Safety, Emergency Preparedness Office or Superintendent designee. Refer to RCOE School Site Emergency Drills and Procedures Reference Guide #008.

Earthquake Drills

Earthquake emergency procedures include the school building Emergency Operation Plan (EOP), drop and cover procedures, dates/times of drop procedure drills held once each quarter in elementary; once each semester in secondary schools, protective measures to be taken before, during, and after an earthquake, a program to ensure that pupils and both certificated and classified staff are aware of and are trained in the earthquake emergency procedure system.

Earthquake Drills: Earthquake drills held once each quarter in elementary; once each semester in secondary schools to ensure that pupils and both certificated and classified staff are aware of and are trained in the earthquake emergency protocols.

Earthquake Drill Procedures

A drop/cover/hold-on procedure in which students and staff members:

- Principal/Designee announces to drop to the ground and take cover.
- Students and staff take cover by getting under a desk or table.
- Hold on until the "All Clear" signal is announced.
- Evacuate only if directed.

Specific Steps for the Drill

1. Via the public announcement (PA) system, alarms, or verbal direction (in the event of a real earthquake, your signal will be the beginning of shaking itself):
   - Announce that the earthquake drill has begun and to *Drop, Cover, and Hold On.*

- Suggest that while dropping under a sturdy desk or table, students and teachers look around at what would be falling on them in a real earthquake. These items should be secured or moved after the drill.

2. After at least one minute, announce that the shaking is over.
3. Based upon your school disaster plan, have teachers, students, and staff follow school evacuation procedures according to the school disaster plan.
4. When the shaking has stopped (or when the all clear bell rings) IMMEDIATELY and before teachers exit their rooms, take ten seconds to look around, make a mental note of damage and dangers, check to see if any students are injured. If immediate help can be given to open airway, stop serious bleeding, or put out a small fire, do so. Ask responsible students to assist lightly injured. Non-ambulatory injured should be reassured and wait for treatment where they are, unless it is more dangerous to remain.
5. Teachers take their classroom roll books and classroom emergency kits to the evacuation area. Make sure these stay with the person actually escorting the class to the Emergency Assembly Area (EAA).
6. Staff use the buddy system. Classes should exit in pairs with one teacher in front and one in the back. Take a few seconds to check briefly with the teacher in the classroom to the left, to the right, and across the hall to see if they are in need.
7. In the absence of an instructional assistant, teachers need to be prepared to take a class of a colleague while that teacher assists with any injuries or in the duties assigned to them. Escort class(es) to their designated place in the EAA.
    - Use the suggested routes on your evacuation map or alternate route if your route is blocked or unsafe.
    - Everyone is to stay together and quickly and quietly evacuate following four Evacuation Rules: Don't talk. Don't push. Don't run. Don't turn back.
    - Select two responsible monitors to lead, carefully checking that the evacuation route is clear. You bring up the rear, seeing that everyone is together.
    - Check that exit routes are clear. Move directly away from the building when exiting. Do NOT use any elevators. For detailed instruction, refer to ANNEX H, to RCOE Emergency Operation Plan (EOP).

Shelter in Place

One of the instructions you may be given in an emergency where hazardous materials may have been released into the atmosphere is to shelter-in-place. This is a precaution aimed to keep you safe while remaining indoors. For detailed instructions, refer to ANNEX H to RCOE Emergency Operation Plan.

Specific Steps to Shelter-in-Place at School

- Close the school. Activate the school's emergency plan. Follow reverse evacuation procedures to bring students, faculty and staff indoors.
- If there are visitors in the building, provide for their safety by asking them to stay – not leave. When authorities provide directions to shelter-in-place, they want everyone to take those steps immediately, where they are, and not drive or walk outdoors.
- Provide for answering telephone inquiries from concerned parents by having at least one telephone with the school's listed telephone number available in the room selected to provide shelter for the school secretary, or person designated to answer these calls. If the school has voicemail or an automated attendant, change the recording to indicate that the school is closed, and that students and staff are remaining in the building until authorities advise that it is safe to leave. There should be a way to communicate among all rooms where people are sheltering-in-place in the school.
- Provide for a way to make announcements over the school-wide public address system from the room where the top school official takes shelter.
- If children have cell phones, allow them to use them to call a parent or guardian to let them know that they have been asked to remain in school until further notice, and that they are safe.
- Provide directions to close and lock all windows, exterior doors and any other outside openings.

- If you are told there is danger of explosion, direct that window shades, blinds or curtains be closed.
- Have employees familiar with your building's mechanical system turn off all fans, heating and air conditioning systems. Some systems automatically provide for exchange of inside air with outside air – these systems, in particular, need to be turned off, sealed or disabled.
- Gather essential disaster supplies, such as nonperishable food, bottled water, battery-powered radios, first aid supplies, flashlights, batteries, duct tape, plastic sheeting and plastic garbage bags.
- Bring everyone into the room. Shut and lock the door.
- Use duct tape and plastic sheeting (heavier than food wrap) to seal all cracks around doors and any vents into the room.
- Write down the names of everyone in the room, and call your schools' designated emergency contact to report who is in the room with you.
- Listen for an official announcement from school officials via the public address system, and stay where you are until you are told all is safe or you are told to evacuate. Local officials may call for evacuation in specific areas at greatest risk in your community.

Civil Disturbance Outside of the School Site

Upon receiving information of or witnessing a Civil Disturbance occurring outside community school. The principal shall contact law enforcement to report the disturbance and notify RCOE administrators. Based upon the circumstances and severity of the disturbance, the site may consider the following actions: Restricting outside activities; Suspension of live television and radio programs; Additional interior perimeter check; site lockdown; and, notification of staff outside of the site to divert to another location.

Lockout and Lockdown

Lockouts and Lockdown procedures may be issued in situations involving dangerous intruders or other incidents that may result in harm to persons inside an RCOE facility. For detailed instructions, refer to ANNEX H to RCOE Emergency Operation Plan (EOP).

- Lockout (Level 1): This is a threat that is off site that does not directly involve the school or students. A Lockout Level 1 stops people from going on or off campus.
  - *Examples:* A scenario could be triggered by a nearby arrest or search warrant being conducted, often triggered by notification from law enforcement; *High Speed chases; suspicious activity off-campus, etc.*
- Lockout (Level 2): This is when a threat to a school is made or information is presented that an event could potentially affect the school site. A Lockout Level 2 calls for staff and students to stay in the classrooms with unsupervised movement on campus prohibited.
  - *Examples:* events occurring within the vicinity of the school, fugitive in the area, etc.
- Lockdown (Level 3): There is a direct threat to the school and the safety of the school and those inside are at risk. A Lockdown Level 3 mandates that all students and staff stay in locked classrooms. *Examples:* active assailant, hostage situations, or a direct knowledge of a planned event, etc.

Procedures to follow

- Lockout - Level 1
  - Verbal Command is Lockout - Level 1.
  - Lock all exterior doors except for the main entrance.
  - Limit vehicle access to a single point of entry if possible.
  - Keep all classroom doors locked when possible.
  - Keep blinds open to increase awareness.
  - Classroom activity is to remain NORMAL.
- Lockout - Level 2
  - Verbal Command is Lockout Level 2.

- Lock all exterior doors.
- Keep blinds open for increase awareness.
- Secure all vehicle access gates, if safe to do so.
- All classroom doors are to remain locked and hall activity is to be limited during class.
- Classroom activity is to remain normal.

- Lockdown - Level 3
  - Verbal Command is Lockdown.
  - Lock all doors and access onto school compound.
  - Doors are not to be opened for anyone. Officials who may need access have keys.
  - All classroom activity is to stop.
  - Assembly in designated "safe areas" of the classroom.
  - Turn off lights.
  - Conceal yourself from view.
  - Use furniture to barricade entrances, if safe to do so.
  - Staff and students are to remain out of sight away from windows and in a protected area until the "all clear" call is communicated by the administration office or law enforcement.

Active Shooter Protocols (Active Assailant)

During an active assailant incident, staff and students must quickly determine the most reasonable way to protect their own life. The primary purpose is to prevent, reduce, or limit access to potential victims, and to mitigate the loss of life. Training on the Department of Homeland Security's "Run, Hide, and Fight" protocol is implemented at all sites. Further details are also in the Emergency Operating Site Plan.

Run, Hide, Fight Procedure

Run

- If there is an accessible escape path, attempt to evacuate.
- Have an escape route and plan in mind.
- Take others with you, but do not stay behind because they refuse to leave.

Hide

- If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.
- Take steps to prevent the active shooter from entering your hiding place:
  - Lock and blockade doors.
  - Your hiding place should not trap you or restrict your options for movement.

Fight

- This should be done as a last resort, and only when your life is in imminent danger.
- Acting as aggressively as possible, attempt to disrupt or incapacitate the shooter.
- Throw items and improvise weapons.

Adaptations of Routine and Emergency Procedures for Students with Disabilities

Individualized emergency procedures have been incorporated into the student's IEP, discussed with the youth's parents/guardians, and reviewed with the principal, teachers, and site support staff. The needs of the students with disabilities will be reviewed with the first responders during an emergency. Refer to ANNEX L to RCOE Emergency Operation Plan (Access and Functional Need Students Plan) for additional information.

Hazardous Materials, Procedures for Responding to the Release of a Pesticide or Other Toxic Substance, and Air Quality

Hazardous Materials

Keenan & Associates, RCOE's Third Party Administrator for Property and Liability coverage, conducts an annual Hazardous Materials Inventory and Inspection throughout the Riverside County Office of Education. The purpose of the inspection is to assist RCOE in obtaining a current, detailed inventory of hazardous material supplies on school sites and throughout the RCOE and to meet the regulatory requirements under Worker Right-to-Know, Hazardous Materials Disclosure Laws, and as required by Cal/OSHA – CCR, Title 8, Section 5194. The inventory not only provides information to management, it is also a valuable tool to be used to monitor and control chemicals in the workplace. The inspection also provides RCOE with a hazardous materials survey that addresses and identifies specific conditions regarding storage, labeling, compatibility, fire extinguishers, eyewash stations, etc., which were present at the time of the inventory. Refer to RCOE's Hazard Communication Plan (HCP) for additional information. To access RCOE specific site's Safety Data Sheets (SDS) visit:
https://www.rcoe.us/departments/administration-and-business-services/operational-support-services/maintenance-and-operations/safety-data-sheets

Procedures for Responding to the Release of a Pesticide or Other Toxic Substance (from properties located within one-quarter mile of a school)

Integrated Pest Management Plan

RCOE has adopted an Integrated Pest Management (IPM) policy with regards to pest management on RCOE property and complies with the notification, posting, recordkeeping and all other requirements of the Healthy Schools Act. The IPM Plan is online on the RCOE website and includes the following:

- Annual notification of all pesticide products RCOE expects to use on school grounds. These products include over-the-counter pesticides available at retail outlets, but do not include certain products exempted under the law. The notifications list the active ingredients in each pesticide product and the Internet address for the Department of Pesticide Regulation (DPR) to access additional information.
- Notices in areas where pesticides will be applied, posted 24 hours in advance and 72 hours after application of pesticides, and contain information as specified in the law.
- Parents/guardians and staff that register with the school administration office to be notified before each pesticide application shall receive notification at least 72 hours.
- Procedures for maintaining records of all pesticides use at each school.
- Monitoring and record keeping, strategies and tactics to keep pest numbers low to prevent unacceptable damage or annoyance.

Important Guidelines

Refer to RCOE Integrated Pest Management Reference Guide #012. These guidelines will be followed for all staff to assist in effectively managing the use of pesticides on our sites:

- Site staff notify their site administrator when pest control is needed.
- Staff notify Maintenance and Operations via a work order when pest control is needed.
- Staff must not use any type of pest control chemicals at any school site. Only authorized personnel that have received approved pesticide training shall be allowed to use any type of pesticides on school campus.
- Staff eliminate food in their work areas that might attract pests (i.e., cakes, cookies, candies, sack lunches, sugary beverages, etc.).

For immediate pest control response (i.e., swarming bees or ants), Maintenance and Operations is contacted via telephone at 826-6410.

Air Quality Reports

Refer to RCOE Air Quality, Wildfire & Ash Reference Guide #002 and ANNEX A to RCOE EOP (All-Hazards Plan) for additional information. During times of heightened air pollution or wildfire smoke days, RCOE (Operational Support Services (OSS), Safety Emergency Management) distributes a daily air quality report from local government sources when air quality is unhealthy or higher. This report provides recommendations for individual physical activity based on the current air quality. Each school site uses this to limit outside activities, especially physical education, to protect the health of our students and staff. The up-to-date air quality can be viewed on the Riverside County Office of Education's Emergency Preparedness webpage or going directly to:

- South Coast Air Quality Management District Current/Hourly Air Quality
- Imperial County Air Pollution Control District Air Quality
- Air Quality Data Where you Live – Air Now
- Fire and Smoke Map – Air Now.

Student Attendance

Student Attendance Requirements

Student attendance and achievement are directly related. Therefore, students are required to attend school on a regular basis.

Access to Internet and Online Sites (EC § 48980(l))

One of the goals of RCOE is to assist in advancing the use of technology to enhance student learning. Access to RCOE technology is a privilege, not a right, and students enrolled in district programs or activities must follow guidelines and procedures regarding acceptable use of technology. All RCOE students and their parents/guardians shall sign the Acceptable Use of Technology Agreement prior to using district technological resources. RCOE shall make a diligent effort to filter the inappropriate or harmful matter accessible through the internet, and students shall also take responsibility not to initiate access to inappropriate or harmful matter while using technology. Violation of this policy may result in disciplinary action and the loss of the privilege to use the technology and/or civil or criminal liability. RCOE follows the acceptable use practice for artificial intelligence as found here: https://edpolicyinca.org/publications/ai-policy-guidance-schools

Multi-Tiered System of Support (MTSS)

California's Multi-Tiered System of Support (CA MTSS) provides a comprehensive framework that aligns academic, behavioral, social and emotional learning, and mental health supports, fostering a fully integrated system of support for the benefit of all students. CA MTSS offers the potential to instigate systematic change through intentional design and redesign of services to swiftly identify and address the needs of every student.

The evidence-based domains and features of the California MTSS framework present opportunities for to strengthen school, family, and community partnerships. This approach focuses on developing the whole child within an inclusive and equitable learning environment, effectively closing equity gaps for all students. Alternative Education is committed to enhancing socio-emotional, attendance, and academic student growth by fostering professional collaborations among stakeholders. The goal of Multi-Tiered Systems of Supports (MTSS) within this context is to deliver socio-emotional, attendance, and academic interventions on a structured schedule. When a student is identified for intervention, an implemented plan

sets measurable benchmarks for growth. Regular reviews of these interventions ensure efficacy, leading to the refinement of available resources, interventions, and universal supports. Through this collaborative effort, the Alternative Education sector ~~ensures a safe and supportive~~ environment for the holistic development of every student. Rules and Procedures on School Discipline

Philosophy

CBK implements a program that encourages students to exemplify strong commitments to citizenship, personal responsibility, moral and ethical character, mutual respect, and dignity. School resources are utilized to help students develop self-control and willing cooperation.

The main goals of the comprehensive school-wide discipline plan are as follows:
1. To assist students to achieve self-discipline.
2. To protect the welfare of all students.
3. To maintain a school environment that is conducive to learning.

The expected behavior of students includes the following:
1. Self-discipline/control
2. Personal/public accountability
3. Personal responsibility
4. Respect for the rights and property of others
5. Cooperation
6. Compliance with directives
7. Acceptable attitude
8. Sense of fairness
9. Thoughtfulness and consideration

Campus-wide Rules

1. Drugs, weapons, alcohol, tobacco, e-cigarettes/vape pens are not permitted
2. Unsafe acts, such as fighting, hazing, initiation, rough or play fighting, or birthday swats are prohibited.
3. Inciting others to violence or disobedience, which includes encouraging others to fight, is prohibited.
4. Discriminatory acts, which include verbal or written acts toward a person that promote negative stereotyping, degrades, or flagrantly demeans any individual, are prohibited.
5. Disorderly conduct, which includes engaging in violent, abusive, indecent, profane, obscene, vulgar, boisterous, unreasonably loud, or other conduct which tends to cause or provoke a disturbance, is prohibited.
6. Disrespect, which includes insulting or derogatory names, inappropriate gestures, and actions toward staff members, is not permitted.
7. Gang type writing, signing, tagging or doodling on books, notebooks, backpacks, and clothing or on desks is not permitted.
8. Profanity or insulting language is not permitted.
9. Forgery, the act of falsely using, in writing, the name of another person or falsifying time, dates, grades, addresses or other data on school forms, is prohibited.
10. Signaling a false fire alarm is prohibited.
11. Gambling is not permitted.
12. Possession of pornographic, obscene or vulgar pictures, objects or other materials is prohibited.
13. Bicycle riding or skateboarding is not permitted on campus.
14. There is to be no willful destruction of school or private property.

Classroom Rules

Each classroom teacher establishes rules based on RCOE's agreed upon Positive Behavioral Interventions and Supports (PBIS) for their room and the consequences should the student choose to break those rules. These are established within the first few days of school and are reviewed with the parent at orientation.

Classroom Rules
1. Show respect to others.
2. Students are responsible for their textbooks and required materials.
3. Students are not to use rude, abusive, insulting, profane language.
4. Cheating includes dishonesty while completing school work, plagiarism, and/or falsifying or altering records and will lead to disciplinary action.
5. Cell phone use in class during instructional time is not permitted.

Policies and Procedures for Suspension and Expulsion

Classroom discipline procedures at each school site are the responsibility of the individual teacher, however, serious misbehaviors including, but not limited to, fighting, openly defying adults, possession of weapons or illegal drugs results in the student being sent immediately to the office where the principal or his/her designee will conference with the student.

Due Process

All suspensions are preceded by an informal conference between the student and a school administrator during which the student shall be informed of the reason for the suspension and the evidence against him or her, and given the opportunity to present his or her version and evidence in his or her defense. The student, at the conference, will also be informed of the other means of correction that were attempted before the suspension. It is the policy of the school to telephone parents at the time of the suspension, but in all cases, a notice is mailed within 24 hours. Usually a parent conference is requested to take place as soon as is feasible. Parents or guardians are requested to respond to such conferences. Depending on the severity and circumstances, further action may be required such as detention, suspension or expulsion. In these instances, parents will be notified either by phone or mail.

Suspension: Informal Conference - AB 667

Current law requires a suspension by the principal, the principal's designee, or the district superintendent of schools to be preceded by an informal conference conducted by the principal, the principal's designee, or the district superintendent of schools between the pupil and, whenever practicable, the teacher, supervisor, or school employee who referred the pupil to the principal, the principal's designee, or the district superintendent of schools. Current law requires a pupil, at the conference, to be informed of the reason for the disciplinary action and the evidence against him or her, and given the opportunity to present his or her version and evidence in his or her defense. This bill requires a pupil, at the conference, to also be informed of the other means of correction that were attempted before the suspension.

Pupil Discipline: Legal Consult Prior to Custodial Interrogation of Minor under Age 16

Beginning January 1, 2018, minors under the age of 16 must consult with legal counsel prior to a custodial interrogation and before waiving their Miranda rights.

The following rule infractions will lead to an automatic suspension and consequences from law enforcement:

Education Code 48915 (a) (1)

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife or other dangerous object of no reasonable use to the pupil.
3. Unlawful possession of a controlled substance.
4. Robbery or extortion.
5. Assault or battery upon any school employee.

Education Code 48915 (c)

1. Possessing, selling, or otherwise furnishing a firearm.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault or committing a sexual battery.
5. Possession of an explosive.

Grounds for Suspension and Expulsion – EC § 48900 *et seq.*

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:
(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.
(2) Willfully used force or violence upon the person of another, except in self-defense.
(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
(e) Committed or attempted to commit robbery or extortion.
(f) Caused or attempted to cause damage to school property or private property.
(g) Stole or attempted to steal school property or private property.
(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.
(i) Committed an obscene act or engaged in habitual profanity or vulgarity.
(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code .
(k)(1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
(2) Except as provided in Section 48910 , a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.
(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
(n) Committed or attempted to commit a sexual assault as defined in Section 261 , 266c , 286 , 288 , 288a , or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code .
(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2 , 48900.3 , or 48900.4 , directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
(2)(A) "Electronic act" means the creation or transmission originated on or off the 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:
(i) A message, text, sound, video, or image.
(ii) A post on a social network Internet Web site, including, but not limited to:
(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
(iii) An act of cyber sexual bullying.
(I) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described 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.

(II) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average 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.
(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:
(1) While on school grounds.
(2) While going to or coming from school.
(3) During the lunch period whether on or off the campus.
(4) During, or while going to or coming from, a school-sponsored activity.
(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).
(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.
(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in EC § 48900.5.

EC § 48900.2. Sexual Harassment

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5. For the purposes of this chapter, 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 section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

EC § 48900.3. Hate Violence

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

EC § 48900.4. Harassment, Threats or Intimidation

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork,

creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

EC § 48900.5. Limitations on Imposing Suspension

Suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49069. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons.

EC § 48900.7. Terroristic Threats

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "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 his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

A suspended student shall not:

1. Be allowed to loiter on or around any district property.
2. Be allowed to participate in any school activities not open to the public.

Students with disabilities must have a manifestation determination after 10 days of cumulative suspension.

Suspension Authority

Classroom teacher: 1-2 days (from classroom) period of infraction and following days. Site Administrator: Up to 20 days in a school year at one site (5 consecutive days for one infraction and up to 20 cumulative days).

According to Education Code 48900.6, as part of or instead of disciplinary action prescribed by Education Code, the principal of a school, the principal's designee, or the superintendent of schools may require a pupil to perform community service on school grounds or, with written permission of the parent or guardian of the pupil, off school grounds, during the pupil's non-school hours. For the purposes of this section, "community service" may include, but is not limited to, work performed in the community or on school grounds in the areas of outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs.

Procedures to Notify Teachers

The teachers of any and all students who have committed any disciplinary acts outside of school, involving the police and/or juvenile justice system will be informed by the Principal that there is information on a student (student will be named), and can be obtained/viewed at the office. As directed in EC 49079, teachers who have students that have engaged in acts described in EC 48900, need to be informed of such.

Policy Prohibiting Bullying

CBK believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance. CBK recognizes the harmful effects of bullying on student learning and new school attendance and desires to provide safe school environments that protect students from physical and emotional harm.

CBK employees shall establish student safety as a high priority and shall not tolerate bullying of any student. Bullying is defined in Education Code section 48900(r). No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation. *Cyberbullying* includes the transmission of harassing communications, 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. Only SROs/Police Officers are allowed to investigate a discipline matter involving evidence on a cell phone or on social media.

Prevention/Intervention

CBK expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff who witness such acts take immediate steps to intervene when safe to do so. Each complaint of bullying will be promptly investigated. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously. School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so (Education Code 234.1). As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Each school site will adopt a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to:

- Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying to the principal or designee.
- Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.

- If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal or the Office of Student Services. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

Teachers discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

The procedures for intervening in bullying behavior include, but are not limited, to the following:

- All staff, students and their parents will receive a summary of this policy prohibiting intimidation and bullying: at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.
- The school will make reasonable efforts to keep a report of bullying and the results of investigation confidential.
- Staff who witness acts of bullying shall take immediate steps to intervene when safe to do so. People witnessing or experiencing bullying are strongly encouraged to report the incident; such reporting will not reflect on the target or witnesses in any way.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level procedures.

When a student is reported to be engaging in bullying off campus, the principal or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the principal or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

Every student is entitled to a safe school environment free from discrimination, harassment, intimidation, and bullying. RCOE prohibits bullying. This includes, but is not limited to, discrimination, harassment, intimidation and bullying based on the actual or perceived characteristics set forth in Penal Code section 422.55 and Education Code section 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

School personnel must immediately intervene if they witness an act of discrimination, harassment, intimidation or bullying, provided it is safe to do so. Acts of discrimination or bullying should be brought to the attention of the principal. Students may make an anonymous complaint by contacting the principal. If there is sufficient corroborating information, RCOE will commence an investigation. Complaints of bullying or discrimination will be considered confidential. However, it may be necessary to disclose certain information in order to effectively investigate. Students who violate the policies on bullying or discrimination may be subject to discipline, including suspension and expulsion. RCOE prohibits retaliation against individuals who make complaints of bullying or provide information related to such complaints.

Child Abuse Reporting

As mandated reporters, the staff at each School site follows child abuse reporting guidelines set forth in the Child Abuse Reporting Law, which requires a telephoned report of suspected child abuse to a child protective agency as soon as practically possible. In addition, a follow-up written report is required within 36 hours of receiving the information concerning the incident (Pen. Code, 11166, subd. (g)).

Education Code 49380

(a) A school district is encouraged to collaborate with outside consultants, including law enforcement, with expertise in sexual abuse and sex trafficking prevention education in order to create a school safety plan to address the threat of sexual abuse and sex trafficking.
(b) A school district is encouraged to collaborate with law enforcement on a referral protocol for high-risk pupils and minors.
(c) In-service training may be conducted periodically to enable school district personnel to learn about new developments in the understanding of sexual abuse and sex trafficking, and to receive instruction on current prevention efforts and methods. A school district is encouraged to include training on early identification of sexual abuse and sex trafficking of pupils and minors.

Education Code 44691

(a) The State Department of Education, in consultation with the Office of Child Abuse Prevention in the State Department of Social Services, shall do all of the following:
  (1) Develop and disseminate information to all school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools, and their school personnel in California, regarding the detection and reporting of child abuse.
  (2) Provide statewide guidance on the responsibilities of mandated reporters who are school personnel in accordance with the Child Abuse and Neglect Reporting Act (Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code). This guidance shall include, but not necessarily be limited to, both of the following:
    (A) Information on the identification of child abuse and neglect.
    (B) Reporting requirements for child abuse and neglect.
  (3) Develop appropriate means of instructing school personnel in the detection of child abuse and neglect and the proper action that school personnel should take in suspected cases of child abuse and neglect, including, but not limited to, an online training module to be provided by the State Department of Social Services.
(b) School districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools shall do both of the following:
  (1) Except as provided in subdivision (c), provide annual training, using the online training module provided by the State Department of Social Services, to their employees and persons working on their behalf who are mandated reporters, as defined in Section 11165.7 of the Penal Code, pursuant to this section and subdivision (d) of Section 11165.7 of the Penal Code on the mandated reporting

requirements. Mandated reporter training shall be provided to school personnel hired during the course of the school year. This training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Section 11166 of the Penal Code, is a misdemeanor punishable by up to six months confinement in a county jail, or by a fine of one thousand dollars ($1,000), or by both that imprisonment and fine.

(2) Develop a process for all persons required to receive training pursuant to this section to provide proof of completing the training within the first six weeks of each school year or within the first six weeks of that person's employment. The process developed under this paragraph may include, but not necessarily be limited to, the use of a sign-in sheet or the submission of a certificate of completion to the applicable governing board or body of the school district, county office of education, state special school and diagnostic center, or charter school.

(c) School districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools that do not use the online training module provided by the State Department of Social Services shall report to the State Department of Education the training being used in its place.

The administrative staff at each school site has been trained to handle the disclosure of a child's suspected physical or sexual abuse. These are some of the guidelines used to help a child through this crisis:

- A private place is found to talk to the child, while maintaining eye contact.
- The conversation remains calm, without any expression of panic or shock.
- The facts surrounding the incident are obtained.
- No assumptions are made; the child is allowed to speak, uninterrupted.
- The child is given the benefit of the doubt.
- A child's vocabulary is used.
- Reassurance is given that he or she is innocent and did not provoke the incident.
- Reassurance is given that everything possible will be done to protect and support him or her.
- The child is made aware of what will happen once the report is made.
- An immediate need for safety is determined.
- A report to the proper authorities is made.

If the child discloses the abuse during a lesson, acknowledgement is given and the lesson is continued. Afterwards, a quiet place is found where the teacher can talk with the child alone. As a mandated reporter, any member of our staff who reasonably suspects that child abuse has occurred must provide his or her name and the following information when making the telephone report to a child protective agency:

- Name of the child.
- Present location of the child.
- Nature and extent of injury.
- Any other information, including that which led the person to suspect child abuse, requested by the child protective agency (Pen. Code, 11157, subd. (a).).

The written report is filed on Department of Justice Forms SS 8572 and SS 8583, which are obtained from county welfare and probation departments and local law enforcement agencies. Medical personnel then complete a special, uniform reporting form developed by the Attorney General, entitled "Medical Report – Suspected Child Abuse" (DOJ 900).

Reports are investigated either by the local law enforcement agency and/or by the county Child Protective Services agency. Cross reporting by these agencies is required to ensure that law enforcement, child welfare agencies, and RCOE attorneys receive all reports they should review, whether initially reporting to them or to another child protective agency (Pen. Code, 11166, subd. (g).).

The following signs serve as a warning to school personnel that possible abuse has taken place:

- Physical
  - Unexplained fractures, lacerations or bruises.
  - Burns (cigarette, rope, scalding water, iron).
  - Extreme fear or withdrawal.
  - Destructive and/or self-destructive behavior.
- Sexual
  - Precocious knowledge of explicit sexual behavior.
  - Fearful, withdrawn, hostile or aggressive behavior.
  - Attempts to run away or running away.
  - Pseudo-mature (seems mature beyond chronological age).
  - Promiscuous behavior.
- Neglect
  - Dirty, unkempt.
  - Inappropriate dress for weather.
  - Extremely offensive body odor.
  - Malnutrition (extremely thin, dry or flaking skin, pale, fainting).
  - Unattended medical conditions (infected minor burns, impetigo).

Fingerprint and Criminal Background Check

Current law requires that school districts and county offices of education obtain Federal Bureau of Investigation (FBI) and Department of Justice (DOJ) fingerprint clearance for all new employees

Prohibiting Hate-Motivated Behavior

The County Board of Education and County Superintendent of Schools affirm the right of every student to be protected from hate-motivated behavior. It is the intent of the Board and Superintendent to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society, and to provide a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

Hate-motivated behavior may be addressed with strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and timely respond to such incidents when they occur. The County Board of Education and the County Superintendent of Schools support collaboration with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts. Students shall be provided with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society

3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices 5. Provides strategies to manage conflicts constructively

As necessary, counseling, guidance, and support shall be provided to students who are victims of hate-motivated behavior and to students who exhibit such behavior. Restorative practices will be utilized for students who exhibit hate motivated behavior or are victims of such acts to improve and repair relationships between the individuals. The purpose is to build healthy communities, increase social capital, decrease antisocial behavior, repair harm, and restore relationships. When appropriate, students who engage in hate-motivated behavior shall be disciplined. The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways. Any training provided by the County Superintendent of Schools for staff who serve students in grades 7-12 should:

1. Promote an understanding of diversity, equity, and inclusion
2. Discourage the development of discriminatory attitudes and practices
3. Include social-emotional learning and nondiscriminatory instructional and counseling methods
4. Support the prevention, recognition, and response to hate-motivated behavior
5. Raise the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Include effective enforcement of rules for appropriate student conduct

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the COE's compliance officer, or other staff member. Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the COE's uniform complaint procedures specified in BP 1312.3 - Uniform Complaint Procedures or other applicable procedures.

Policy Prohibiting Sexual Harassment

Policy Prohibiting Sexual Harassment

Each school site adheres to the guidelines on sexual harassment set forth by the Riverside County Office of Education. The Board of Education prohibits sexual harassment in the working environment of RCOE employees or applicants by any person in any form. Sexual harassment of or by any employee is not tolerated. The Board considers sexual harassment to be a major offense, which may result in disciplinary action or dismissal of the offending employee or suspension/expulsion of any offending student.

It is the policy of the Riverside County Office of Education that sexual harassment is unacceptable conduct in the workplace and is not tolerated. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature made by someone from or in the work or education setting.

Sexual harassment guidelines apply to school personnel, as well as students. Kindergarten through third grade students are not responsible for their behavior according to California State Law. However, students in fourth through fifth grade are subject to all legal actions under the law.

Purpose: The purpose of the policy is to provide the work environment free of sexually harassing conduct or behavior and to provide uniform guidance and procedures on this subject.

General Procedures and Definitions: Pursuant to Education Code 212.5, unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment or status for promotion.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee.
3. The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
4. Submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities.

Examples: Other examples of sexual harassment, whether committed by a supervisor or any other employee is:

1. Unwelcome leering, sexual flirtations or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or overly personal conversation.
4. Sexual jokes, stories, drawings, pictures or gestures.
5. Spreading sexual rumors.
6. Touching an individual's body or clothes in a sexual manner.
7. Cornering or blocking of normal movements.
8. Displaying sexually suggestive objects in the educational or work environment.
9. Any act of retaliation against an individual who reports a violation of the RCOE's sexual harassment policy or who participates in the investigation of a sexual harassment claim.

The site administrator has the responsibility of maintaining an educational and work environment free of sexual harassment. This responsibility includes discussing the RCOE's harassment policy with his/her students and/or employees and assuring them that they are not required to endure sexually insulting, degrading or exploitative treatment or any other form of sexual harassment.

Complaint Procedures: Employees at RCOE are encouraged to avail themselves of our internal complaint procedure if they are confronted with sexual harassment or any prohibited form of harassment. Such internal complaints are investigated promptly, confidentially and corrective action is taken where allegations are verified.

Any employee or applicant for employment who feels that he/she or another individual in the RCOE is being sexually harassed is encouraged to immediately contact his/her supervisor, principal, other RCOE administrator or the Superintendent or designee in order to obtain procedures for reporting a complaint. Complaints of harassment are filed in accordance with AR4031, "Complaints Concerning Discrimination in Employment." Any supervisor who receives a harassment complaint notifies the Superintendent or designee, who ensures that the complaint is appropriately investigated.

All employees receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing or a copy of the RCOE's information sheets that contain, at minimum, components on:

a. The illegality of sexual harassment.
b. The definition of sexual harassment under applicable state/federal law.
c. A description of sexual harassment, with examples.
d. The RCOE's complaint process available to the employee.
e. Directions on how to contact the Fair Employment and Housing Department and Commission (Government Code 12950).

In addition, RCOE educates its personnel on sexual harassment guidelines at the beginning of each school year. New RCOE employees must sign that they have received a copy of sexual harassment descriptions, guidelines, policies, and procedures for filing a claim. Policy updates are disseminated to the staff throughout the year. If further information, interpretation or advice is needed regarding sexual harassment,

the Assistant Superintendent or Director of Human Resources for the Riverside County Office of Education can be contacted.

Prohibiting Sex-Based: Title IX Discrimination Notifications

Title IX protects all participants in RCOE's educational programs and activities, including students, parents, employees, and job applicants. RCOE does not discriminate on the basis of sex. Discrimination on the basis of sex can include sexual harassment and sexual violence. In addition to Title IX, the California Education Code prohibits discrimination on the basis of sex in schools. (California Education Code §§ 220-221.1.) Other state and federal laws also prohibit discrimination and ensure equality in education. Please refer to an overview of all RCOE's nondiscrimination policies and the following specific policies and procedures regarding sexual harassment:

- Non-Discrimination in Employment - Board Policy 4030
- Non-Discrimination in Employment - Administration Regulation 4030
- Non-Discrimination in Programs and Activities - Board Policy 0410
- Sexual Harassment Employees – Administrative Regulation 4119.11.01/4129.01/4319.01
- Title IX Sexual Harassment Complaint Procedures - Administrative Regulation 4119.12
- Non-Discrimination Harassment (Students) – Board Policy 5145.3
- Non-Discrimination Harassment (Students) – Administrative Regulation 5145.3
- Sexual Harassment (Students) - Board Policy 5145.7
- Sexual Harassment (Students) – Administrative Regulation 5145.7
- Uniform Complaint Procedures – Board Policy 1312.3
    - Uniform Complaint Procedures – Administrative Regulation 1312.3
    - Uniform Complaint Procedures – Administrative Regulation Exhibit 1312.3-E(1)
    - Uniform Complaint Notice – Administrative Regulation Exhibit 1312.3-E(2)
    - Uniform Complaint Form – Administrative Regulation Exhibit 1312.3-E(3)

Pupil and Public Rights Under Title IX (California Education Code § 221.8.):

- You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex.
- You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities, including athletics.
- You have the right to have access to a sex/gender equity coordinator, referred to as the Title IX Coordinator (find contact information below), to answer questions regarding sex/gender equity laws.
- You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on sex/gender equity laws.
- You have the right to file a confidential discrimination complaint with the United States Department of Education Office for Civil Rights or the California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- You have the right to pursue civil remedies if you have been discriminated against.
- You have the right to be protected against retaliation if you file a discrimination complaint.

At this time the County Office does not provide athletic programs, but you have the right to receive equitable treatment and benefits in the provision of all of the following if any athletic programs are provided by the County Office in the future:

- Equipment and supplies;
- Scheduling of games and practices;
- Transportation and daily allowances;
- Access to tutoring;
- Coaching;

- Locker rooms;
- Practice and competitive facilities;
- Medical and training facilities and services; and
- Publicity.

Information provided here applies to every RCOE school site and all RCOE programs and activities. For more information about Title IX, or how to file a complaint of noncompliance with Title IX, contact your site principal (telephone number listed on the back page of handbook) or call Hector Alegria, Director II, Personnel Services, Riverside County Office of Education, Riverside, CA 92502; 951-826-6677 | halegria@rcoe.us

If you need assistance putting your complaint in writing, please contact Personnel Services at 951-826-6677 or halegria@rcoe.us. You may file a complaint anonymously, but RCOE's ability to investigate and respond may be limited by a lack of information. You may also file a discrimination complaint with the U.S. Department of Education Office for Civil Rights. For more information, visit: http://www2.ed.gov/about/offices/list/ocr/complaintintro.html. The electronic complaint form for the Office for Civil Rights is available online at https://ocrcas.ed.gov

Contact the Office for Civil Rights at: San Francisco Office, Office for Civil Rights, U.S. Department of Education, 50 United Nations Plaza, San Francisco, CA 94102. Telephone: (415) 486-5555. Fax: (415) 486-5570; TDD: (800)877-8339. Email: ocr.sanfrancisco@ed.gov

Complaints filed under RCOE's Uniform Complaint Procedure will be investigated and a decision made within sixty calendar days of the RCOE's receipt, unless the complainant agrees to an extension. RCOE's compliance officer or designee may interview alleged victims, alleged offenders, and relevant witnesses. The compliance officer may review available records, statements, or notes related to the complaint, including evidence or information received from the parties during the investigation. The compliance officer may visit reasonably accessible locations where discrimination is alleged to have occurred. As appropriate, RCOE's compliance officer periodically will inform the parties of the status of the investigation. The complainant will be notified when a decision is made. Complaints that are not filed under RCOE's Uniform Complaint Procedure will be investigated and decided pursuant to the applicable procedure.

What Happens After the Investigation?

For complaints filed under the Uniform Complaint Procedure, the compliance officer will prepare and send a final written decision to the complainant and respondent, if any, within sixty (60) working days of RCOE's receipt of the complaint (unless this deadline is extended by mutual agreement).

The complainant or respondent may appeal RCOE's decision within fifteen calendar days to the California Department of Education. The appeal must specify the reason for the appeal and whether RCOE's facts are incorrect and/or the law is misapplied. The appeal must include a copy of the original complaint to RCOE and a copy of RCOE's decision. For more information, visit the California Department of Education's webpage on Uniform Complaint Procedures: http://www.cde.ca.gov/re/cp/uc/index.asp.

For complaints alleging unlawful discrimination based on state law, the complainant may pursue available civil law remedies, including seeking assistance from mediation centers or public/private interest attorneys, sixty calendar days after filing an appeal with the California Department of Education. (California Education Code § 262.3.) Note that this sixty day moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (California Education Code § 262.3.)

Complaints may also be filed with the United States Department of Education, Office for Civil Rights, within 180 days of the alleged discrimination. For contact information, see the section above on "How do I file a complaint of sex discrimination?" For more information,

visit http://www2.ed.gov/about/offices/list/ocr/complaintintro.html.

If the compliance officer finds that a complaint has merit, RCOE will take appropriate corrective action.

School Dress Code

School Dress Code:

- All clothing and accessories must be school appropriate.
- Clothing and accessories must not promote illegal substances, violence, alcohol or sexually explicit material.
- Any clothing, purse, backpack, notebook, jewelry, etc. displaying a hate symbol related to gender, race, ethnicity, religion, etc. is strictly prohibited at school.
- Shirts must be worn at all times.
- Clothing shall be sufficient and size-appropriate to conceal all undergarments at all times.
- Clothing to deliberately conceal the identity of student is not permitted.
- Shoes must be worn at all times. Shoes must be appropriate for the school activity and school safety.
- Chains are not permitted when attached to a wallet or worn on clothing and will be confiscated.
- Items that are classified as drug paraphernalia are not permitted to be worn as accessories or clothing.
- Any gang related tattoos must be covered.
- Sunglasses may not be worn indoors (unless under doctor's prescription).

When a new fashion trend becomes a symbol that may be dangerous, anti-social or the arrangement of specific clothing items denotes gang affiliation, the community school site administration reserves the right to prohibit such items and arrangements.

Parents/Guardians and students have the primary responsibility to see that students are properly attired for school. School personnel have the responsibility for maintaining proper and appropriate conditions conducive to learning. Site administration may authorize special activity event days where exceptions to the student dress code may be allowed. Students who violate any part of the dress code will be given an opportunity to change to their own clothing or to school-provided alternative clothing. Exceptions to the aforementioned policies may be made based on the needs of the students as indicated by parents/guardians.

Prohibition of Gang-Related Apparel

Gang activity is not allowed on campus. The Principal or designee shall take steps to deter gang intimidation of students and staff and confrontations between members of different gangs. The school will request that this information then be forwarded to the Gang Task Force. Clothing that may have gang implications is not allowed. This includes, but is not limited to, belt buckles (any number or letter, i.e., 13, 14, C. B, etc.), sports team designations, hats other than RCOE school issued hats, and tagging on any surface or item. The Superintendent or designee shall provide in-service training which helps staff to identify gangs and gang symbols, recognize early manifestations or disruptive activities, and respond appropriately to gang behavior.

In order to discourage the influence of gangs, school staff shall take the following measures:

- Any student displaying behavior, gestures, apparel, or paraphernalia indicative of gang affiliation shall be referred to the principal or designee.
    - The student's parent/guardian shall be contacted and may be asked to meet with school staff.

  - The student may be sent home to change clothes if necessary (cf. 5132 – Dress and Grooming).
- Staff members shall be provided with the names of known gang members.
- Students who seek help in rejecting gang associations may be referred to community-based gang suppression and prevention organizations (cf. 1020 – Youth Services).
- Any gang graffiti on school premises shall be removed, washed down, or painted over as soon as discovered.
  - Daily checks for graffiti shall be made throughout the campus.
- Graffiti shall be photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used for future disciplinary or criminal action against the offenders (cf. 5131.5 – Vandalism, Theft, and Graffiti).

Procedures for a Safe and Orderly Learning Environment

Continuing Medication Regime - EC § 49480

Parents of any student on a continuing medication regimen for a non-episodic condition shall inform the school nurse or other designated certificated school employee of the medication(s) being taken, the current dosage, and the name of the supervising physician. With the consent of the parent, the school nurse may communicate with the physician and may counsel with school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

Electronic Nicotine Delivery Systems (e-cigarettes)/Vape Devices

RCOE prohibits the use of electronic nicotine delivery systems (ENDS) such as e-cigarettes, hookah pens, cigarillos, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products on all district property and in district vehicles at all times. ENDS are often made to look like cigarettes, cigars and pipes, but can also be made to look like everyday items such as pens, asthma inhalers and beverage containers. These devices are not limited to vaporizing nicotine; they can be used to vaporize other drugs such as marijuana, cocaine, and heroin. Section 119405 of the Health and Safety Code prohibits the sales of e-cigarettes to minors which means that students should not be in possession of any such devices. Students using, in possession of, or offering, arranging or negotiating to sell ENDS can be subject to disciplinary action, particularly because ENDS are considered drug paraphernalia, as defined by 11014.5 of the Health and Safety Code.

Electronic Listening/Recording Device/Electronic Signaling Device (EC §§ 48901.5 – EC 51512)

The use by any person, including a pupil, of any electronic listening or recording or signaling device in any classroom without the prior consent of the teacher and the principal is prohibited as it disrupts and impairs the teaching process and discipline in the schools. Any person, other than the pupil, willfully in violation shall be guilty of a misdemeanor. Any pupil in violation shall be subject to appropriate disciplinary action.

Emergency Treatment for Anaphylaxis (EC § 49414)

The school provides emergency epinephrine auto-injectors to school nurses and trained personnel and authorizes them to use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from a life-threatening severe allergic reaction (anaphylaxis).

Administration of Epilepsy Medication (EC § 49414.7)

If a pupil with epilepsy has been prescribed an emergency antiseizure medication by his or her health care provider, the pupil's parent or guardian may request the pupil's school to have one or more of its employees

identification and evaluation of workplace hazards; corrections of unsafe or unhealthful conditions; investigations of occupational injury, illness or exposure to hazardous substances; employee training, record keeping; and plan review.

Lactating Pupils – EC § 222

Requires reasonable accommodations to a lactating pupil on a school campus to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding.

Laser Pointers (PC § 417.27)

Prohibits possession of a laser pointer for any student, unless possession is for valid instructional or other school related purpose.

Non-Violent Crisis Intervention Training

Riverside County Office of Education has certified instructors trained to teach nonviolent crisis intervention that focuses on the management of disruptive, assault, or out of control behavior. The techniques which are taught give participants the confidence to handle literally any violent episode with minimal anxiety and maximum security. This training also helps participants prevent violence and safely intervene when disruptive behavior has gone too far.

Opioid Overdose Prevention

Emergency naloxone hydrochloride (NARCAN) or another opioid antagonist are available at each school site. At least one site volunteer has received related training to provide assistance to any person(s) who may be suffering from an opioid overdose following protocols and procedures of RCOE. Staff members trained in accordance with the policy shall make every reasonable effort, to include the use of Naloxone combined with rescue breaths, to revive the victim of any apparent drug overdose.

Positive Behavioral Interventions and Supports (PBIS)

Positive Behavioral Interventions and Supports (PBIS) is a proactive approach to establish the behavioral supports and social culture for all students in a school to achieve social, emotional and academic success. Teachers emphasize positive communication and make meaningful connections with students. Teachers use proximity control and intervene early in any escalation cycle. Teacher responses are positive comments or actions to students who demonstrate favorable behavior. A high rate of positive responses is typically defined as 4:1, that is a minimum of four positive responses to every one negative response. Instructors create a positive environment by frequently responding positively to students for appropriate and correct responding or performance. The instructor emphasizes the appropriate behavior and increases the likelihood that the student will repeat the behavior. Teachers respond positively with enthusiasm and sincerity. Positive responses are most effective when they are perceived by the student as sincere. The tone of voice and level of enthusiasm help increase the variety and effectiveness of positive responses.

PBIS Strategies:

- Safety-Respect-Responsibility posted and communicated regularly.
- Classroom Social Contracts posted and followed.
- Students greeted at the door.
- Every student called by name. Staff recall specific information about every student.
- Student work posted prominently.
- Automated telephone messages sent to parents regularly.
- Anti-bullying culture promoted.
- Behavior matrix categories posted and taught.
- Behavior contracts used with students who need extra support.

- Behavior referral protocols in place.
- Incentive systems developed for academic effort, appropriate behavior, and attendance.
- Review of data: suspensions, attendance, office referrals.
- Assemblies, clubs, activities, guest speakers, events coordinated.

Smartphone Usage -EC § 48901.7

Smartphone phone use is limited or prohibited on campus and during school-supervised activities, with the following enforcement guidelines:
Permitted Exceptions: Students may use or possess smartphones only under the following circumstances:

- In emergencies or perceived threats of danger.
- With teacher or administrator permission, subject to reasonable limits.
- When deemed necessary for health or well-being by a licensed physician.
- When required as part of a student's Individualized Education Program (IEP).

This ensures that smartphone use aligns with the goal of supporting student success while maintaining safety and privacy.

Student Medications

Students who have been prescribed medicine by a doctor must bring the medicine to the office with directions from the doctor indicating when it is to be taken. Medicines must be in a regular prescription bottle with the student's name. Students may not carry medication of any kind on campus. Students taking medication must have a form on file for medication. The form may be obtained from the school office, completed by a doctor, and signed by a parent/guardian. All medication will remain in the office. With a form on file, students may carry an inhaler on their person.

Protocol for Verbal or Written Threats of Suicide by Students

All staff members respond immediately if a student threatens suicide verbally or in writing by notifying the principal or counselor. Counselors and/or principals will notify law enforcement. The policy specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license (See Appendix A for Suicide Prevention Plan).

Sun Protective Clothing/Use of Sunscreen (EC § 35183.5)

School sites allow for outdoor use of sun-protective clothing. Further provides for the use of sunscreen by students during the school day.

Tobacco-free Campus (HSC §§ 104420 and 104495)

RCOE prohibits the use of tobacco products, any time, in district-owned or leased buildings, on district property and in district vehicles.

Health and Safety Procedures
Overview
The health and safety of our students and staff remain a top priority. These procedures are designed to support a safe and healthy learning environment by incorporating best practices for infection prevention, cleanliness, and wellness.

General Health Guidance

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General Health Guidance

The California Department of Public Health (CDPH) provides guidance that serves as a framework for reducing the spread of illnesses, including influenza, respiratory syncytial virus (RSV), norovirus, and other common infections. Schools will continue to implement health and safety strategies that support in-person learning and the well-being of students and staff.

Self-Screening and Wellness Awareness
Staff and students are encouraged to monitor their own health and stay home when experiencing symptoms of illness. Individuals should follow standard health guidelines to prevent the spread of illness and seek medical attention as needed.

Personal Protection Equipment (PPE) and Supplies
Face coverings are optional for staff and students. Individuals may choose to wear a mask based on personal preference or medical needs. PPE, including hand sanitizer, disposable masks, gloves, and disinfecting supplies, will continue to be available as needed. Principals and site administrators will monitor supply levels and request replenishment through the appropriate channels.

Cleaning and Disinfecting
Sites supported by RCOE custodial staff will be cleaned and disinfected daily. Program staff will be responsible for coordinating cleaning and disinfecting at sites maintained by districts or 3rd parties. Supplies will be made available for site staff to disinfect frequently touched surfaces as needed.

School Nutrition Protocols

Kitchen protocols are in place to address cleaning and sanitizing. Staff must ensure hair is restrained by the use of a hairnet, chef's hat, skull cap, ball cap, or ponytail holder. Staff wash their hands and put on cleaning gloves (clear or off-white, latex-free) and only use RCOE-approved cleaning products (order form provided). Staff wipe down all surfaces to remove any sanitizer residue from the previous evening and clean and disinfect all surfaces.

During meal service, staff wash their hands and put on food service gloves (clear or off-white, latex-free), prepare meals as needed for service (i.e., grab and go, transport, frozen, cold, or onsite service), and wash hands and change gloves as needed during breaks or task changes. Staff wipe up any spills as they occur, practice social distancing when handing out meals, and clean counters, equipment and other surfaces once meal service is completed. Staff wipe down and wash oven racks or sheets if food has spilled or accumulated, clean, disinfect and sanitize refrigerators and freezers prior to the arrival of new inventory. Staff rotate inventory, break down and remove boxes from area, make sure all trash is secured and lid is on the receptacle, and clean and disinfect all areas, including light switches and door handles prior to leaving for the day.

Workplace Violence

The Riverside County Office of Education (RCOE) is committed to providing a safe and secure environment free of violence and threats of violence and to safeguarding all students, employees, and guests entering RCOE properties, whether owned or leased. Any behavior that may occur at the workplace and during the performance of everyday duties that raises concerns for the safety of another person's life, health, well-being, family, or property, whether direct or indirect, constitutes unacceptable conduct.

RCOE has no tolerance for harassment, intimidation, threats or acts of violence in the workplace.

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RCOE has no tolerance for harassment, intimidation, threats or acts of violence in the workplace.

Assessment of the Current Status of School Safety-Safety Indicators

CBK engagement partners utilized student attendance data from Aeries, the California Healthy Kids Survey, Values and Decisions Social Emotional Wellness Scale, Student Retention Data, the Student Satisfaction Survey, and the LCAP Engagement Partner Survey to identify needs for this goal. The California Healthy Kids Survey and the LCAP Engagement Partner Survey have been piloted and vetted and are valid and reliable instruments to measure student and parent perceptions on school connectedness and safety. The CBK suspension rate and expulsion rate were at zero.

CBK Suspension and Expulsion Data

- 2023-2024
  - Suspension Rate 0
  - Expulsion Rate 0
- 2024-2025
  - Suspension Rate 0
  - Expulsion Rate 0

California Healthy Kids Survey Results

- The percent of students responding that they feel very safe, or safe, on the California Healthy Kids Survey (CHKS) was 89% in 2025-2026, a slight (3%) increase from the previous year.
- The percent of students responding as agree/strongly agree on the California Healthy Kids Survey (CHKS) on School Connectedness was 74% in 2025-2026, an increase of 7% from the previous year

Based on the data (attendance, suspensions) and the surveys (California Healthy Kids Survey), the focus on PBIS, Restorative Practices, and Social Emotional Learning will continue in 2026-2027. The ongoing focus on maintaining equipment (replacing two-way radios, security cameras, and servers on a rotating schedule), requiring student ID badges, and implementing custodial services to maintain clean and safe facilities will continue. Programs to communicate with parents/guardians and involve families in the education of their children will continue.

School Safety Plan Goals and Actions 2026-2027

School Safety Plan Goals and Actions 2026-2027	
Identification of strategies and programs that provide/maintain a high level of school safety based on needs analysis.	
Goal	All students will be connected to school and educated in positive, safe, and healthy learning environments.
Strategies	**Actions**
Create positive learning environments to connect students to school and build self-discipline and responsibility for behavior.	• In order to continue the progress in connecting students to school in positive, safe, and healthy learning environments, students need continued support with attendance, retention, behavior support, mental health services, and social emotional wellness (SEL). CBK will continue the Positive Behavioral Supports and Intervention (PBIS), Multi-tiered System of Supports (MTSS), the Values and Decisions Class, Get Focused Stay Focused Course and Behavioral Health Associate Therapist counseling. • Enact School Leadership team with participants from multiple sites
Improve student attendance by building student motivation, self-discipline, and responsibility for their performance.	• Continue implementation of MTSS, with staff development, monthly meetings, and online support. Track interventions provided to students to increase retention. Collect data on student attendance and retention to develop and implement an effective plan for increasing student retention and completion. • Provide bus passes for students to improve attendance. • Support provided by behavioral health therapist (BHT) • Use social media posts to support mental health and wellness • Implement daily check-in questions/surveys
Maintain safe and clean school facilities.	• Maintain equipment (two-way radios, security cameras). • Maintain site alarm systems. • Continue Alterus implementation and training. • Provide custodial services to maintain clean and safe facilities.
Implement system of communication with parents.	• In order to improve student and parent engagement, programs to involve students and parents will be continued along with activities to communicate school information and opportunities for involvement. • Implement parent/student communication and training that includes Edulink (automatic phone system), Parent Square, email, and other forms of electronic communication to promote positive school attendance.

CBK School Advisory/School Safety Team Review of School Safety Plan

Name	Position
Talissa Sullivan	Principal
Theresa Swickla	Principal
Carmen M. Smith	School Secretary
Bianca Garcia	School Secretary
Paul Emerick	Teacher
Christine Deaton	Teacher
Mark Zapp	Teacher
Susan Neal	Teacher
Christal Pennington	Teacher
Kristal Robinson	Teacher
Daniel Choe	Teacher
Tammy Danover	Teacher
Brandy Reeves	
Brinetta Thomas	Student
Nicole Hill	Student
Justin Hernandez	Student
Aly Diaz	Student
Fabian Sepeda	Student
Destiny Rodriguez	Student
Nathan Chale	Student
Serenity Garcia	Student
Regina Contreras	Student
Veronica Melendez	Student
Jesse Rodriguez	Student
Binaca Carreron	Student
Josiah Leon	Student
Rafael Rodriguez	Parent
Cassandra Leon	Parent
Christopher Valadez	Student
Claudia Rodiriguez	Parent
Agulina Aguilar	Parent
Edna Conde	Classified Staff (CDP)
Bekie Calsing	Classified Staff (CDP)

Signature of Board/Governing Authority/Cabinet Member Printed Name

Date Board/Governing Authority/Cabinet Approved Comprehensive School Safety Plan: 2/9/26

Appendix A

Strategic Plan for Community School Student Suicide Prevention

The Riverside County Office of Education (RCOE) CBK Charter shall involve school-employed mental health professionals (e.g., behavioral health therapists, school psychologists, etc.), principals, administrators, other school staff members, parents/guardians, students, and when appropriate local health agencies and professionals and law enforcement in the planning, implementing, and evaluating suicide prevention and intervention. RCOE will work in conjunction with local government agencies, community-based organizations, and other community support to identify additional resources as needed. In alignment with Board Policy 5141.52, all staff receive staff development related to suicide awareness and prevention. All students receive instruction on problem-solving, coping strategies, and identifying warning signs in others. We share data with parents and provide information about identifying warning signs in peers, how to seek help, and how to build a positive school climate.

Action Plan for In-School Suicide Intervention

If a Community School student expresses suicidal ideation or intent during the school day on campus, making statements of self-harm, a Risk Assessment should be completed by qualified personnel (Behavioral Health Therapist). The purpose of this Risk Assessment is to determine the level of risk posed to and by the student, as the health and safety of the student and those around them is critical. The Risk Assessment should be conducted in a safe/confidential area. Upon determining the level of risk High, Moderate, Low), the following steps should be implemented to immediately support the student:

For High/Imminent Risks (Student demonstrates Intent, has a Plan, has Means)

1. Behavioral Health Therapist will remain calm, ensure the student is supervised, provide psychological support to the student, and reaffirm safety. Document Risk Assessment results in SIS Platform.
2. Call 911 and/or Riverside University Health System Behavioral Health Mobile Crisis Response Team (951-686-4357). Provide as much information about any suicidal intent-plan-means as well as other relevant information, including medications taken, access to weapons, past attempts, etc.
3. Contact the Principal and the Behavioral Health Coordinator.
4. Develop a Safety Plan with/for the student and provide copies to all necessary individuals (including student, parent/guardian, principal, etc).
5. Contact parents/guardians if the student is not endangered by parent notification. If the student would be endangered by a parent/guardian contact, an appropriate mandated reporter report should be made.
6. Student may only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help (e.g., First Responders to transport for additional care).
7. Communicate with the student's teachers/staff 'need to know' information.
8. **If** the student is removed from school (e.g. hospitalized) and receives intensive support, upon return to school, Behavioral Health Therapist and the teacher will hold a re-entry meeting to discuss follow up support and implementation of Safety Plan.

For Moderate Risks (Student demonstrates Intent and has a Plan, but No Means)

1. Behavioral Health Therapist will remain calm, ensure the student is supervised, provide
2. psychological support to the student, and reaffirm safety. Document Risk Assessment results in the SIS Platform.
3. Contact the Principal and the Behavioral Health Coordinator.

4. Call the Riverside University Health System Behavioral Health Mobile Crisis Response Team (951-686-4357). Provide as much information about any suicidal intent-plan-means, as well as other relevant information, including medications taken, access to weapons, prior suicidal ideation, etc. (if applicable).
5. Develop a Safety Plan with/for the student and provide copies to all necessary individuals (including student, parent/guardian, principal, etc).
6. Contact parents/guardians if the student is not endangered by parent notification. If the student would be endangered by a parent/guardian contact, an appropriate mandated reporter report should be made.
7. Communicate with the student's teachers/staff 'need to know' information.
8. If the student is removed from school (e.g. hospitalized) and receives intensive support, upon return to school, Behavioral Health Therapist and the Teacher will hold a re-entry meeting to discuss follow up support and implementation of Safety Plan.

For Low Risks (Student demonstrates Ideation or Intent, but has no Plan and no Means)

1. Behavioral Health Therapist will remain calm, ensure the student is supervised, provide psychological support to the student, and reaffirm safety. Document Risk Assessment results in SIS **P**latform.
2. Contact the Principal and the Behavioral Health Coordinator.
3. Develop a Safety Plan with/for students and provide copies to all necessary individuals (including student, parent/guardian, principal, etc). This includes providing parents/guardians with information about resources and outlining any follow up support to the student.
4. Communicate with the student's teachers/staff 'need to know' information.

Youth Suicide Prevention Policy

California *Education Code* (*EC*) Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

For more information on AB 2246 Pupil Suicide Prevention Policies, go to the California Legislative Information Web page.

For resources regarding youth suicide prevention, go to the State Superintendent of Public Instruction (SSPI) letter regarding Suicide Prevention Awareness Month on the California Department of Education (CDE) web page and the Directing Change For Schools web page.

Additionally, the CDE encourages each LEA to work closely with their county behavioral health department to identify and access resources at the local level.

While the mandate does not apply to private schools or students below grade seven, we do encourage them to consider adopting a suicide prevention policy as a safety net for all students. This is particularly important since suicide is the second leading cause of death for youth ages fifteen to twenty-four. Students in earlier grades are also known to consider, attempt, and die by suicide—which is also a leading cause of death among ten to twelve-year-olds. Research demonstrates that suicidal ideation may start as early as preschool (however, suicide deaths are very rare among children nine years of age and younger). Although elementary and private schools are not legally required to adhere to AB 2246, they may want to consult with their legal staff about the advisability of adopting such a policy.

Riverside County Office of Education Youth Suicide Prevention Policy

The Governing Board of Riverside County Office of Education (RCOE) recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

In an attempt to reduce suicidal behavior and its impact on students and families, the Riverside County Superintendent of Schools shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

Riverside County Superintendent of Schools shall develop and implement preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

Riverside County Superintendent of Schools shall involve school-employed mental health professionals (e.g., behavioral health therapists, school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention. Riverside County Superintendent of Schools will work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources, such as, Riverside University Health System – Behavioral Health, Riverside County Sheriff's Department, Riverside County Probation, Mobile Crisis Response Team, and local Riverside County school districts.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Riverside County Superintendent of Schools shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

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Resources:

- The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

  Additional information about this Toolkit for schools can be accessed on the Heard Alliance Website at http://www.heardalliance.org/.

- You can find information about a comprehensive suicide prevention toolkit for schools on the Palo Alto Unified School District Counseling Services Web page at https://www.pausd.org/student-services/counseling-services
- "Preventing Suicide: A toolkit for Schools" (Substance Abuse and Mental Health Service Administration)

  This publication from the Substance Abuse and Mental Health Services Administration (SAMHSA) was created to high schools and school districts in designing and implementing strategies to prevent suicide and promote behavioral health. It includes tools to implement a multi-faceted suicide prevention program that response to the needs and cultures of students. Website: https://store.samhsa.gov/product/Preventing-Suicide-A-Toolkit-for-High-Schools/SMA12-4669

- Information-Gathering Tool: Suicide Concern (American School Counselor Association), website: https://www.schoolcounselor.org/getmedia/7cfa1f6a-2c5a-4785-90e2-bf515c07232d/suicide-information-gathering-toolkit.pdf

Prevention

A. **Messaging about Suicide Prevention**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Riverside County Superintendent of School along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at

  http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/

- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at

  http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0

- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at

  http://resource-center.yourvoicecounts.org/content/how-use-social-media

B. **Suicide Prevention Training and Education**

The Riverside County Superintendent of Schools along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).

Training:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers, or other trained individuals) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a general suicide prevention training through district, county, and/or state trainings. Core components of the general suicide prevention training shall include:
    - Suicide risk factors, warning signs, and protective factors;
    - How to talk with a student about thoughts of suicide;
    - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
    - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
    - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
    - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at http://cal-schls.wested.org/.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
    - The impact of traumatic stress on emotional and mental health;
    - Common misconceptions about suicide;
    - School and community suicide prevention resources;
    - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
    - The factors associated with suicide (risk factors, warning signs, protective factors);
    - How to identify youth who may be at risk of suicide;
    - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;
    - District-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
    - District-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
    - Responding after a suicide occurs (suicide postvention);

  - Resources regarding youth suicide prevention;
  - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
  - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
  - Youth affected by suicide;
  - Youth with a history of suicide ideation or attempts;
  - Youth with disabilities, mental illness, or substance abuse disorders;
  - Lesbian, gay, bisexual, transgender, or questioning youth;
  - Youth experiencing homelessness or in out-of-home settings, such as foster care;
  - Youth who have suffered traumatic experiences;
  - Youth who have experienced or vulnerable to commercial sexual exploitation.

Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/
- Free YMHFA Training is available on the CDE Mental Health Web page at http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp
- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at http://www.qprinstitute.com/
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at https://www.livingworks.net/programs/safetalk/
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at https://www.livingworks.net/programs/asist/
- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at https://www.kognito.com/products/pk12/

C. Employee Qualifications and Scope of Services

Employees of the Riverside County Superintendent of Schools and their partners must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school

setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

D. **Specialized Staff Training (Assessment)**

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, coordinators, and nurses) employed by Riverside County Superintendent of Schools.
Resource:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at https://sprc.org/online-library/assessing-and-managing-suicide-risk-core-competencies-for-mental-health-professionals-amsr/

E. **Parents, Guardians, and Caregivers Participation and Education**

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the Riverside County Superintendent of Schools suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the Riverside County Superintendent of Schools web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
    - Suicide risk factors, warning signs, and protective factors;
    - How to talk with a student about thoughts of suicide;
    - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Resource:

- Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at

  https://www.save.org/product/parents-as-partners/

F. **Student Participation and Education**

The Riverside County Superintendent of Schools along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.

- The content of the education shall include:
    - Coping strategies for dealing with stress and trauma;
    - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
    - Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
    - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

  Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

  The Riverside County Superintendent of Schools will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Mentoring Programs, Student Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

Resources:

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at https://afsp.org/our-work/education/more-than-sad/
- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at http://www.childrenshospital.org/breakfree
- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at http://www.reconnectingyouth.com/programs/cast/
- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at https://www.save.org/what-we-do/education/smart-schools-program-2/
- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at https://www.save.org/what-we-do/education/leads-for-youth-program/

Intervention, Assessment, Referral

A. **Staff**

Two Riverside County Superintendent of Schools staff members who have received advanced training in suicide intervention shall be designated as the primary and secondary suicide prevention liaisons. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

- Under normal circumstances, the primary and/or secondary contact persons shall notify the principal, another school administrator, school psychologist or school counselor, if different from the primary and secondary contact persons. The names, titles, and contact information of

multi-disciplinary crisis team members shall be distributed to all students, staff, parents/guardians/caregivers and be prominently available on school and district Web sites.

The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary or secondary suicide prevention liaisons.
- Students experiencing suicidal ideation shall not be left unsupervised.
- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Riverside County Superintendent of Schools shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.

B. **Parents, Guardians, and Caregivers**

A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

C. **Students**

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt.

- Verbal notification to staff
- Written notification (request for support form)
- Anonymous reporting (via verbal or support form)

D. **Parental Notification and Involvement**

Each school within the Riverside County Superintendent of Schools shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth, 1-877-922-4453.

E. Action Plan for In-School Suicide Attempts

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around him/her is critical. The following steps should be implemented:

- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;
- Move all other students out of the immediate area;
- Immediately contact the administrator/designee or suicide prevention liaison;
- Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible;
- Do not send the student away or leave them alone, even if they need to go to the restroom;
- Listen and prompt the student to talk;
- Review options and resources of people who can help;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Provide comfort to the student;
- Promise privacy and help, and be respectful, but do not promise confidentiality;
- Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.
-

F. Action Plan for Out-of-School Suicide Attempts

If a suicide attempt by a student is outside of Riverside County Office of Education property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.
- Develop safety plan within 48 hours of student's return to school

G. Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;

- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.
- Develop safety plan within 48 hours of student's return to school.

H. Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment. The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.
- Develop safety plan within 48 hours of student's return to school

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

I. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. The Riverside County Superintendent of Schools shall ensure that each school site adopts an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

- Suicide Postvention Response Plan shall:
  - Identify a staff member to confirm death and cause (school site administrator);
  - Identify a staff member to contact deceased's family (within 24 hours);
  - Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
  - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death;
  - Emotional support and resources available to staff;

  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment;
  - Talking points for staff to notify students;
  - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
- Contact Riverside County Office of Education media department for all media releases. Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
- Utilize and respond to social media outlets:
  - Identify what platforms students are using to respond to suicide death
  - Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/comprehensive-approach/postvention
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_forschools-9/
- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at

  http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp

- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp.

  Note: This model policy is considered exemplary and is not prescriptive, per *EC* Section 33308.5:

  (a) Program guidelines issued by the State Department of Education shall be designed to serve as a model or example, and shall not be prescriptive.

Program guidelines issued by the department shall include written notification that the guidelines are merely exemplary, and that compliance with the guidelines is not mandatory.

(b) The Superintendent of Public Instruction shall review all program guidelines prepared by the State Department of Education prior to issuance to local education agencies. The superintendent shall approve the proposed guidelines only if he or she determines that all of the following conditions are met:
   (1) The guidelines are necessary.
   (2) The department has the authority to issue the guidelines.
   (3) The guidelines are clear and appropriately referenced to, and consistent with, existing statutes and regulations.

Appendix B
Instructional Continuity Plan

Introduction

The Riverside County Office of Education provides alternative learning environments for students with disabilities in which a district does not have appropriately qualified staff to serve the disability, expelled youth, incarcerated youth, and students in need of a flexible independent study program. In 2024, Senate Bill 153 added a provision to California Education Code (EC) Section 32282. This provision requires local educational agencies to adopt a plan to ensure all students can access instruction during a natural disaster or emergency.

The Riverside County Office of Education is prepared to offer continuity of educational services in the event of temporary school closures or in the event of a disaster. Temporary closures are classified as any school closure where normal operations would be expected to resume within five days. These could be due to events such as harmful air quality, facility issues, or the threat of fire or flood. Temporary closures are supported through the use of short-term independent study to support the continuity of learning. A disaster is classified as an event in which the campus is not expected to re-open within five school days, and traditional independent study models, alternate ca7mpus offerings, and enhanced instruction through technology to support learning in the event of an emergency. To accomplish this, the Riverside County Office of Education recognizes the following needs:

- Timelines
- Communication
- Instructional models
- Learning resources
- Partnerships/community resources
- Independent study
- Return to campus
- Support services

Timelines

In the event of a temporary closure, households will receive communication updates from the Riverside County Office of Education as information becomes available to us. Communication will come in the form of a phone call or text message initiated through our Parent Square platform. The notices would convey active situations on campus or serve as an informational message that the school would be closed the following day. In the event of a disaster or elongated emergency, the Riverside County Office of Education will establish communication with households within five days of closure, and instructional continuity will be established within ten days of the closure.

Communication

- Parent Square: https://parentsquare.com (App available in Google Play or Apple Store)
- RCOE Aeries parent/student portal: https://spsweb.rcoe.us/parent
- RCOE website: https://rcoe.us
- X: https://x.com/rcoe
- Remind App: www.remind.com
- Facebook: https://www.facebook.com/RiversideCOE
- YouTube: https://www.youtube.com/user/rcoetv1
- Instagram: https://www.instagram.com/riverside_coe/
- TikTok: https://www.tiktok.com/@riversidecoe

Parent Square is the official communication platform for the Riverside County Office of Education. Parent Square offers a posts feature where updates can be transmitted to households for items that are not urgent. The alerts feature will initiate an immediate call and/or text in the event of urgent information. A push notification will accompany the alert if the app is installed on the recipient's phone. The messaging capability allows authorized adult members of the household to communicate with school instructional and administrative staff in a one-on-one or group chat setting. For households that do not have access to the Parent Square app, you will receive a phone call within five days of closure. You can call (951) 826-6464 with any questions. Note: Parents, guardians, or adult students should, on an annual basis, review the Aeries data confirmation in the Aeries parent/student portal to ensure that the proper contacts were designated to have Parent Square access.

Instructional Models

- Aeries parent/student portal: https://spsweb.rcoe.us/parent
- Clever portal: https://clever.com/in/rcoe
- Canvas: https://rcoesps.instructure.com

For temporary closures lasting less than five days, short-term independent study resources will be made available through the Aeries parent/student portal or upon return to the school site. Learning to compensate for lost instructional time will be assigned by the instructor to ensure that learning loss is mitigated. For disaster-related closures lasting five days or more, traditional independent study agreements will be made available electronically through the Aeries parent/student portal. The Clever portal will have links to all available educational technology applications. Canvas will be used to provide homeroom access to students so that their instructor may be accessible during defined times via Zoom. Weekly virtual appointments with an instructor will be conducted during periods of disaster to ensure continuity of prescribed learning as defined in the independent study master agreement. Students who do not have access to technology can be assisted by calling (951) 826-6464. Printed materials, mobile connectivity, and devices can be provided when necessary.

Note: Online platforms require students to log in with their RCOE account credentials. If a student does not remember their credentials, they should contact (951) 826-6464, and a member of the Riverside County Office of Education team will provide the login after a brief identity verification process. Incarcerated students will be moved to another facility, and in-person instruction will be the primary mode of instruction unless the availability of instructors is impacted by the disaster, or classroom size would create a safety concern. In those cases, independent study would be offered through printed materials to be completed in the housing units.

Learning Resources

Clever portal: https://clever.com/in/rcoe

The following learning resources are made available to students based on their program and grade level. Not all applications are available to all students. Technology selections are made based on the appropriate content to support grade level and academic needs. The Riverside County Office of Education offers the following resources through the Clever portal:

- Canvas – Learning management system (instructor-led online courses)
- Edmentum – Virtual learning platform and math support lessons
- Khan Academy – Virtual learning and AI tutoring platform M

- McGraw Hill – Online textbooks
- Savvas EasyBridge – Online textbooks
- Sora – Online library
- Achieve 3000 – English/Language Arts support lessons
- iReady – Diagnostic assessment and learning acceleration platform
- Tutor.com – Free tutoring from a live person through the web
- Membean – Vocabulary support
- Newsela – Reading support
- NWEA Map – English Language Arts and Mathematics growth assessments
- SANDI/FAST – Assessment platform for students with moderate to severe disabilities

Note: In the event of a disaster, students with needs as defined under the Individuals with Disabilities Education Act (IDEA) or Section 504 will be accommodated to the extent that can be provided through an independent study program with virtual supports.

Partnerships/community resources

- CAREspace: https://www.rcoe.us/departments/student-programs-and-services/alternative-education/carespace or call (951) 276-CARE (2273)
- Hazel Health: https://my.hazel.co/rcoe/consent
- FindHelp: https://www.findhelp.org 211: https://inlandsocaluw.org/211 or dial 2-1-1
- RCOE Community Resource Guide: https://www.rcoe.us/home/showpublisheddocument/3053
- California State Resources: https://www.cdss.ca.gov/inforesources/guides

The Riverside County Office of Education acknowledges the efforts put forth by those who support our partnerships. These partnerships are a vital component of effective learning continuity. During periods of disaster closure, dual enrollment options will continue, to the extent possible, based on our partnerships with the University of California, Riverside, Riverside City College, and College of the Desert. For recipients of Medi-Cal services, IEHP has Health Navigators that can provide a number of health and service-related resources. The Riverside County Office of Education can facilitate a match with a Health Navigator by simply messaging a site administrator via Parent Square or by calling (951) 826-6464. To find out if Hazel Health is available to your program, visit the website listed above. Hazel Health provides telehealth appointments via computer, where a student can have access to a doctor in a video conference setting. CAREspace is a service provided by the Riverside County Office of Education that can match a pupil with behavioral and socio-emotional learning supports. This service is provided by licensed Behavioral Health Therapists as part of a comprehensive suite of services to ensure mental health support in times of a disaster. Note: It is recommended that all Riverside County Office of Education households know their local city hall, police, and fire department numbers and social media links, as they will have critical safety information.

Independent Study

Independent study is a method of instruction that allows learning to take place at a level and pace of rigor as agreed upon between instructional staff and the parent, guardian, or adult student, per a document called the master agreement. The Riverside County Office of Education has short and traditional independent study offerings compliant with California Education Code (EC) sections 51744–51749.6. Learning through virtual and printed materials is paired with set times to meet with your instructor for academic support and work product evaluation. Supports beyond the additional asynchronous time can be

made available by contacting the instructor via Parent Square or calling (951) 826-6464. The Riverside County Office of Education uses a tiered-intervention strategy to engage students demonstrating need as part of a comprehensive Multi-tiered System of Supports (MTSS).

Return to Campus

In the event of a disaster, the Riverside County Office of Education will prioritize a return to in-person learning. The nature of the disaster may necessitate that the Riverside County Office of Education examine alternative sites for learning if the pupil's primary school site is damaged or destroyed as a result of the disaster. Independent study will serve as the immediate response to a disaster, but routine communication will take place via Parent Square to communicate progress on returning to in-person instruction. The communications will take place in the form of posts, calls, and text messages. An assessment of diagnostic or growth measures will take place within 90 days of returning to in-person instruction to determine if learning loss has occurred.

Support resources and classes will be made available to remediate learning loss as allowed by laws pertaining to the state graduation requirements. Tiered attendance intervention strategies will be used to identify students that have not returned to in-person instruction. School Social Worker, Counselor, and Health Navigator services will be available to facilitate the return to in-person learning.

Support Services

The student transition from independent study back to an in-person learning environment may likely necessitate support for student wellness and resources for families that may be impacted by a personal catastrophe. The Riverside County Office of Education will utilize all vendors and partnerships, as well as its own internal resources, to support student transitions. These services include the use of our CAREspace therapists, Hazel Health telehealth, and IEHP Health Navigators. RCOE will work cooperatively with our partners to identify and address family needs with the resources available in our community.

School Supports in Disaster Response

Parents/guardians, in the event of an emergency, the Riverside County Office of Education will do the following:

- Use the Parent Square platform to send out alerts and notices.
    - Extended school closures will be announced within five days of the emergency.
- Communicate learning options during the duration of the disaster.
    - Learning will resume within ten days of the disaster using technology.
- Coordinate a return to school effort for your student.

For additional information, call: (951) 826-6464

Parents/guardians/staff, please download the Parent Square app or go to parentsquare.com so you can have effective two- way communication during a disaster. This is our official communication platform.

Important Links

- Parent Square: https://parentsquare.com
  This is your way of receiving communications from us. We use this platform to send texts, calls, and use a two-way messenger system.

- Aeries Parent/Student Portal: https://spsweb.rcoe.us/parent
  This is where you will access learning instructions. Clever Portal: https://clever.com/in/rcoe This is where all our connected technology and resources are accessed.

Local Agencies

It is recommended that you fill this out with your local public services and store these contacts in your phone. Police non-emergency: _____ Fire department:_____
City Hall: _____

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4. Call the Riverside University Health System Behavioral Health Mobile Crisis Response Team (951-686-4357). Provide as much information about any suicidal intent-plan-means, as well as other relevant information, including medications taken, access to weapons, prior suicidal ideation, etc. (if applicable).
5. Develop a Safety Plan with/for the student and provide copies to all necessary individuals (including student, parent/guardian, principal, etc).
6. Contact parents/guardians if the student is not endangered by parent notification. If the student would be endangered by a parent/guardian contact, an appropriate mandated reporter report should be made.
7. Communicate with the student's teachers/staff 'need to know' information.
8. If the student is removed from school (e.g. hospitalized) and receives intensive support, upon return to school, Behavioral Health Therapist and the Teacher will hold a re-entry meeting to discuss follow up support and implementation of Safety Plan.

For Low Risks (Student demonstrates Ideation or Intent, but has no Plan and no Means)

1. Behavioral Health Therapist will remain calm, ensure the student is supervised, provide psychological support to the student, and reaffirm safety. Document Risk Assessment results in SIS **P**latform.
2. Contact the Principal and the Behavioral Health Coordinator.
3. Develop a Safety Plan with/for students and provide copies to all necessary individuals (including student, parent/guardian, principal, etc). This includes providing parents/guardians with information about resources and outlining any follow up support to the student.
4. Communicate with the student's teachers/staff 'need to know' information.

Youth Suicide Prevention Policy

California *Education Code* (*EC*) Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

For more information on AB 2246 Pupil Suicide Prevention Policies, go to the California Legislative Information Web page.

For resources regarding youth suicide prevention, go to the State Superintendent of Public Instruction (SSPI) letter regarding Suicide Prevention Awareness Month on the California Department of Education (CDE) web page and the Directing Change For Schools web page.

Additionally, the CDE encourages each LEA to work closely with their county behavioral health department to identify and access resources at the local level.

While the mandate does not apply to private schools or students below grade seven, we do encourage them to consider adopting a suicide prevention policy as a safety net for all students. This is particularly important since suicide is the second leading cause of death for youth ages fifteen to twenty-four. Students in earlier grades are also known to consider, attempt, and die by suicide—which is also a leading cause of death among ten to twelve-year-olds. Research demonstrates that suicidal ideation may start as early as preschool (however, suicide deaths are very rare among children nine years of age and younger). Although elementary and private schools are not legally required to adhere to AB 2246, they may want to consult with their legal staff about the advisability of adopting such a policy.

Riverside County Office of Education Youth Suicide Prevention Policy

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The Governing Board of Riverside County Office of Education (RCOE) recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

In an attempt to reduce suicidal behavior and its impact on students and families, the Riverside County Superintendent of Schools shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

Riverside County Superintendent of Schools shall develop and implement preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

Riverside County Superintendent of Schools shall involve school-employed mental health professionals (e.g., behavioral health therapists, school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention. Riverside County Superintendent of Schools will work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources, such as, Riverside University Health System – Behavioral Health, Riverside County Sheriff's Department, Riverside County Probation, Mobile Crisis Response Team, and local Riverside County school districts.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Riverside County Superintendent of Schools shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

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Resources:

- The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

  Additional information about this Toolkit for schools can be accessed on the Heard Alliance Website at http://www.heardalliance.org/.

- You can find information about a comprehensive suicide prevention toolkit for schools on the Palo Alto Unified School District Counseling Services Web page at https://www.pausd.org/student-services/counseling-services
- "Preventing Suicide: A toolkit for Schools" (Substance Abuse and Mental Health Service Administration)

  This publication from the Substance Abuse and Mental Health Services Administration (SAMHSA) was created to high schools and school districts in designing and implementing strategies to prevent suicide and promote behavioral health. It includes tools to implement a multi-faceted suicide prevention program that response to the needs and cultures of students. Website: https://store.samhsa.gov/product/Preventing-Suicide-A-Toolkit-for-High-Schools/SMA12-4669

- Information-Gathering Tool: Suicide Concern (American School Counselor Association), website: https://www.schoolcounselor.org/getmedia/7cfa1f6a-2c5a-4785-90e2-bf515c07232d/suicide-information-gathering-toolkit.pdf

Prevention

A. **Messaging about Suicide Prevention**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Riverside County Superintendent of School along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at

  http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/

- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at

  http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0

- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at

  http://resource-center.yourvoicecounts.org/content/how-use-social-media

B. **Suicide Prevention Training and Education**

The Riverside County Superintendent of Schools along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Annual Notification
Parent Rights and Responsibilities

Dear Parents/Guardians:

California Education Code Section 48980 requires school districts/ county offices to notify the parents/guardians of their annual rights and responsibilities. The law requires the parents/guardians to sign a notification form and return it to their child's school. The signature is an acknowledgement that the parents/guardians have been informed of their rights and responsibilities; however, it does not indicate that consent to participate in any particular program has been given or withheld.

Some legislation requires additional notification to the parents/guardians during the school term or at least 15 days prior to a specific activity. A separate letter will be sent to parents/guardians prior to any of these specified activities or classes, and the student will be excused whenever the parents/guardians file a statement in writing requesting that their child not participate with the principal of the school. Other legislation grants certain rights that are delineated in this notification.

Annual Notification
Parent Rights and Responsibilities

REQUIRED NOTICE

ATTENDANCE AND RESIDENCY AND ENROLLMENT 1–8

Excused Absences – EC §§ 46014 and 48205
Avoiding Absences, Written Excuses: EC §§ 48263, 48267, 48268, 48269, WIC 236, 601, 601.3,653.5, 654, 651.5.
Tardiness: EC 48260 (a)
Absence for Confidential Medical Service - EC § 46010.1
Absence for Religious Instruction - EC § 46014
Pregnant and Parenting Pupils – EC §§ 221.51, 222.5, 46015, 48205, and 48980
Truancy Definitions - EC §§ 48260, 48262 and 48263.6
Truant Consequences – EC 48263, 48267, 48268, and 48269; WIC 236, 601, 601.3, 653.5, 654, and 651.5
Arrest of Truants/School Attendance Review Boards – EC §§ 48263 and 48264
Chronic Absenteeism – EC § 60901
Notification of Minimum Days and Pupil Free Staff Development Day EC § 48980(c)
Attendance Options/Permits – EC § 48980(h)
Attendance/Residency Requirements – EC §§ 48200 and 48204
Residency Investigations – EC § 48204.2
Interdistrict Attendance – EC § 46600 et seq.
Involuntary Transfer – EC §§ 48980(n), 48929
Charter Schools: Pupil Admissions, Suspensions, and Expulsions - EC §§ 47605 and 47605.6
School Admissions: Pupil Residency: Pupils of Departed Parents: School District Reimbursement -SB 257
Pupil Enrollment: Military Dependents - SB 455
Migrant Pupil School of Origin EC § 48204.7
Migrant Education -Extended School Year EC 41601.6

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RCOE Alternative Education Attendance Procedures

Excused Absences – EC §§ 46014 and 48205

The right or responsibility of the parent or guardian under Sections 46014 and 48205 for attendance are included in this notice (EC § 48980(a))

No pupil may have his or her grade reduced or lose academic credit for any absence or absences excused under EC 48205, if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. The full text of EC 48205 is included in this annual notification (EC § 48980(j)).

EC § 48205, allows a pupil's attendance at his or her naturalization ceremony to become a United States citizen to be deemed an excused absence for purposes of computing average daily attendance (ADA).

Pupils, with the written consent of their parents or guardians, may be excused from school in order to participate in religious exercises or to receive moral or religious instruction.

No pupil shall have his or her grade reduced or lose academic credit for any excused absence or absences, if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time.

(a) Notwithstanding Section 48200, a pupil shall be excused from school when the absence is:
    (1) Due to the pupil's illness , including an absence for the benefit of the pupil's mental or behavioral health.
    (2) Due to quarantine under the direction of a county or city health officer.
    (3) For the purpose of having medical, dental, optometric, or chiropractic services rendered.
    (4) For the purpose of attending the funeral services of a member of the pupil's immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California.
    (5) For the purpose of jury duty in the manner provided for by law.
    (6) Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
    (7) 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 the pupil's religion, attendance at religious retreats, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.
    (8) For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.

(9) For the purpose of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in 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 superintendent of the school district.

(10) For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.

(11) For the purpose of participating in a cultural ceremony or event.

(12) (A) For the purpose of a middle school or high school pupil engaging in a civic or political event, as provided in subparagraph (B), provided that the pupil notifies the school ahead of the absence.

(B) (i) A middle school or high school pupil who is absent pursuant to subparagraph (A) is required to be excused for only one schoolday-long absence per school year.

(ii) A middle school or high school pupil who is absent pursuant to subparagraph (A) may be permitted additional excused absences in the discretion of a school administrator, as described in subdivision (c) of Section 48260.

(13) Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.

(b) A pupil absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefor. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

(c) For purposes of this section, attendance at religious retreats shall not exceed four hours per semester.

(d) Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

(e) For purposes of this section, the following definitions apply:

(1) A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

(2) "Cultural" means relating to the habits, practices, beliefs, and traditions of a certain group of people.

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

(14) Due to the pupil's participation in military entrance processing.

(15) Authorized at the discretion of a school administrator, as described in subdivision (c) of Section 48260.

(b) A pupil absent from school pursuant to this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit for those assignments and tests. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not

necessarily identical to, the tests and assignments that the pupil missed during the absence.

(c) For purposes of this section, attendance at religious retreats shall not exceed one schoolday per semester.

(d) Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

(e) For purposes of this section, the following definitions apply:

(1) A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

(2) "Cultural" means relating to the practices, habits, beliefs, and traditions of a certain group of people.

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

(4) "Victim services organization or agency" has the same meaning as defined in subdivision (j) of Section 12945.8 of the Government Code.

Avoiding Absences, Written Excuses: EC §§ 48263, 48267, 48268, 48269, WIC 236, 601, 601.3,653.5, 654, 651.5

RCOE urges parents to make sure their children attend school regularly and to schedule medical, dental, counseling and other appointments after school, on the weekend if possible or during school holidays. RCOE also asks that travel or other absences be avoided during the time that school is in session. The higher the district's daily attendance rate, the more a student will learn and the greater the amount of funding that the district will receive from the state for classroom instruction and academic programs. The school calendar is designed to minimize problems for families which plan vacations around traditional holiday periods, and thereby minimize student absences. Following an absence, a student is required to bring a written excuse from home when returning to school. Illnesses, and doctor and dental appointments are considered excused absences. Absences without a written excuse are recorded as unexcused.

Tardiness: EC 48260 (a)

Children should be encouraged to be prompt as part of developing good habits. They are expected to be at school on time. If a child is late, the child should bring an excuse from home to the school office. A student will be classified as truant if they are tardy or absent for more than a 30-minute period during the school day without a valid excuse on three occasions in one school year.

Absence for Confidential Medical Service - EC § 46010.1

The law permits schools to excuse pupils in grades 7 to 12 for the purpose of obtaining confidential medical services without consent of parent or guardian.

Absence for Religious Instruction - EC § 46014

Pupils with parent consent are allowed to be excused to participate in religious exercises/ instruction.

Pregnant and Parenting Pupils – EC §§ 221.51, 222.5, 46015, 48205, and 48980
The Riverside County Superintendent of Schools will treat both the pregnant teen mother and the teen father with the same accommodations, regardless of sex. The teen parents may not be excluded from any class or extracurricular activities, solely on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy, or post-partum recovery. Physical and emotional ability to continue may only be determined by physician or nurse practitioner. Pregnant or parenting pupils may not be required to participate in pregnant minor programs or alternative programs, with the exception of personal choice.

Parental rights will be an option available in annual notifications or at semester term periods, welcome packets, orientation, online or in print, or in independent study packets as provided to all regular students from school districts or charter schools.

Parental leave for eight weeks for preparation of birth of infant, post-partum for mental and physical health needs of the teen parents and to bond with infants, or any additional medically approved time to protect the infant or parents is allowed. Any additional time due if deemed medically necessary, as prescribed by physician or nurse practitioner. The pregnant and parenting teens are not required to take all or part of the leave to which they are entitled. Leave will be approved by the district or charter school supervisor of attendance, as excused absence, with a unique code similar to independent study. However, no work is required during the leave. Upon return, the parenting teens are entitled to return to the school courses that were in enrolled before taking leave. Make up plans and re-enrollment will be worked out with the school counselor or administrator to achieve an opportunity to fully participate in all activities, as before leave. If needed, parenting teen may enroll for a fifth year of instruction if on course for graduation requirements. If parenting teens were enrolled in an alternative school setting, a return to that environment is to be available as needed to achieve graduation. A pupil shall not incur any academic penalties due to using these available accommodations.

An illness for sick child does not require a doctor note for the custodial parenting teens; the mother or father will be excused by the attendance supervisor.

Truancy Definitions - EC §§ 48260, 48262 and 48263.6
A student is classified as a truant after three absences or three tardies of more than 30 minutes each time or any combination thereof and the absences or tardies are unexcused. After a student has been reported as a truant three or more times in a school year and the district has made a conscientious effort to meet with the family, the student is considered an habitual truant. A student who is absent from school without a valid excuse for 10% or more of the schooldays in one school year, from the date of enrollment to the current date, is considered a chronic truant. Unexcused absences are all absences that do not fall within EC 48205.

Truant Consequences – EC 48263, 48267, 48268, and 48269; WIC 236, 601, 601.3,653.5, 654, 651.5
Any student who is identified as "Truant" may be assigned as a ward of the court, if the available community resources do not resolve the students' continued problem of truancy, by a Probation Officer or Deputy District Attorney.

Arrest of Truants/School Attendance Review Boards – EC §§ 48263 and 48264
The school attendance supervisor, administrator or designee, a peace officer, or probation officer may arrest or assume temporary custody during school hours, of any minor who is found away from his/her home and who is absent from school without valid excuse within the county, city or school district. A student who is an habitual truant may be referred to a School Attendance and Review Board (SARB).

Chronic Absenteeism – EC § 60901
A student is considered a chronic absentee when he/she is absent on 10% or more of the school days in one school year, from the date of enrollment to the current date. Chronic absenteeism includes all absences – excused and unexcused (including suspensions from school) – and is an important measure because excessive absences negatively impact academic achievement and student engagement.

Notification of Minimum Days and Pupil Free Staff Development Day EC § 48980(c)
RCOE Alternative Education and CBK have minimum days every Wednesday of the school year for staff development.

Attendance Options/Permits – EC § 48980(h)
RCOE Alternative Education and CBK accept students from all attendance areas. The law requires the annual notification to advise parents or guardians of all existing statutory attendance options and local attendance options available in the school district, including all options for meeting residency requirements for school attendance, programmatic options offered within the local attendance areas, and any special programmatic options available on both an interdistrict and intradistrict basis.

Notification to include a description of all options, a description of the procedure for application to alternative attendance areas or programs, an application form from the district for requesting a change of attendance, and a description of the appeals process available, if any, for a parent or guardian denied a change of attendance. Notification to also include an explanation of the existing statutory attendance options including, but not limited to, those available under EC 35160.5, 46600 *et seq.*, 48204(b), 48300 *et seq.*, and 48350 *et seq*.

Attendance/Residency Requirements – EC §§ 48200 and 48204
A minor between the ages of 6 and 18 years is subject to compulsory education and, unless exempted, must enroll in school in the school district in which the residence of either the parent or legal guardian is located. A pupil may alternatively comply with the residency requirements for school attendance in a school district, if he or she is any of the following: placed in a foster home or licensed children's institution within the boundaries of the school district pursuant to a commitment of placement under the Welfare and Institutions Code; a pupil who is a foster child who remains in his or her school of origin; an emancipated pupil who resides within the boundaries of the school district; a pupil who lives in the home of a caregiving adult that is located within the boundaries of the school district; or a pupil residing in a state hospital located within the boundaries of the school district.

Eliminates the July 1, 2017 sunset of the provisions in existing law that authorize a student to enroll in a school where at least one parent or legal guardian of the student is employed, rather than where the student resides. Provides that a pupil complies with a school

district's residency requirements in instances where the pupil's parent or legal guardian resides outside of the boundaries of that school district but is employed and lives with the pupil at the place of his or her employment within the boundaries of the school district for a minimum of 3 days during the school week. By requiring a school district to allow those pupils to attend a public school within the school district, thereby increasing the duties of a school district, imposes a state-mandated local program.

A school district may also deem a pupil as having complied with the residency requirements for school attendance in the school district if one or both the parents or legal guardians of the pupil are physically employed within the boundaries of the school district for a minimum of 10 hours during the school week. Residency is established when a pupil's parent or legal guardian resides outside of the boundaries of that school district but is employed and lives with the pupil at the place of his or her employment within the boundaries of the school district for a minimum of 3 days during the school week.

Residency Investigations – EC § 48204.2
RCOE Alternative Education and CBK do not undertake residency investigations. If a school district elects to undertake an investigation, as specified, require the governing board of the school district to adopt a policy regarding the investigation of a pupil to determine whether the pupil meets the residency requirements for school attendance in the school district before investigating any pupils. Requires the policy to, among other things, identify the circumstances upon which the school district may initiate an investigation, describe the investigatory methods that may be used, including whether the school district will be employing the services of a private investigator, prohibit the surreptitious photographing or video-recording of pupils who are being investigated, as provided, and provide for an appeal process, as specified. Requires the policy to be adopted at a public meeting of the governing board of the school district.

Interdistrict Attendance – EC § 46600 *et seq.*
The parent or legal guardian of a pupil may seek release from the school district of residence to attend a school in any other school district. School districts may enter into agreements for the inter-district transfer of one or more pupils for a period of up to five years. The agreement must specify the terms and conditions for granting or denying transfers, and may contain standards of reapplication and specify the terms and conditions under which a permit may be revoked. Unless otherwise specified in the agreement, a pupil will not have to reapply for an inter-district transfer, and the school board of the district of enrollment must allow the pupil to continue to attend the school in which he/she is enrolled. A student who has completed grade 10 by June 30, may enroll within the district of enrollment through grades 11 and 12 without any revocation from the desired district, and must be treated the same as any other resident student.

Regardless of whether an agreement exists or a permit is issued, the school district of residence cannot prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if that district approves the application for transfer.

A student who is appealing a decision for an inter-district permit approval through the County Office of Education may be eligible for provisional admission to the desired district in grades TK through 12, while continuing through the process of appeal, if space is made available by the desired district, not to exceed two months.

A pupil who has been determined by personnel of either the school district of residence or the district of proposed enrollment to have been the victim of an act of bullying, as defined in EC 48900(r), shall, at the request of the parent or legal guardian, be given priority for inter-district attendance under any existing agreement or, in the absence of an agreement, be given additional consideration for the creation of an inter-district attendance agreement.

Each school district shall post their inter-district policy agreements and local district caps on their district and/or school websites. Reasons for approval and denial of inter-district transfer requests must be updated on the district website according to board policies. The County appeals process will be offered with the final denial in writing by the school district. The County appeal process may take up to a maximum of two months. If you have any questions about the inter-district process please call the RCOE at 951-826-6054

Involuntary Transfer – EC §§ 48980(n), 48929
A school administrator may recommend an involuntary transfer of a student if convicted of a violent crime and if the victim attends the same school. Parents must be notified in writing and have the right to a meeting with the administration. The school will first attempt to resolve any conflict prior to transferring. Periodic reviews will be considered for returning to the school site if there is no on-going danger to either student or others on campus. The school board makes the final decision.

School Admissions: Pupil Residency: Pupils of Departed Parents: School District Reimbursement - SB 257
Deems that a student meets residency requirements for school attendance in a school district if he or she is a student whose parent was a resident of California and has departed California against his/her will.

Charter Schools: Pupil Admissions, Suspensions, and Expulsions - EC §§ 47605 and 47605.6
The CBK Charter School petition comprehensively describing when pupils may be suspended, expelled, or involuntarily remove from the charter school, including compliance with due process requirements. The CBK charter school encourages the participation of parents for increased parental involvement, but it is not a requirement for acceptance to, or continued enrollment at, the Charter School.

Charter School Complaint Notice - EC § 47605(d)(4)
The CBK Charter School does not discourage parents from enrolling for any reason. Charter schools are not allowed to discourage a pupil from enrolling or seeking to enroll in the charter school because the pupil exhibits any characteristics such as students with disabilities, academically low-achieving, English learners, neglected or delinquent, homeless, socially economically disadvantaged, foster youth, or based on nationality, race, ethnicity, or sexual orientation. Charter schools are not allowed to request a pupil's records before enrollment or encourage a child who is enrolled in a charter school to dis-enroll or transfer.

Pupil Enrollment: Military Dependents - SB 455
Provides that a pupil complies with residency requirements if the pupil's parent is transferred or is pending transfer to a military installation within the state while on active military duty pursuant to an official military order, and requires a parent to provide proof

of residence in the school district within 10 days after the published arrival date provided on official documentation.

Migrant Pupil School of Origin EC § 48204 (AB 1319 Arambula)
Migrant pupils may continue attending RCOE Alternative Education schools and the CBK Charter School at the time residence changed and the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services. Requires school districts to inform migrant pupils of their ability to continue attending their school of origin as the local school student attended at the time residence changed and the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services. Districts will allow the child to continue through the duration of the school year for grades 1 to 8, or through high school graduation if enrolled in grades 9-12. If the residence move is made during matriculation from elementary to middle, or middle to high school, the migratory child shall be allowed to continue to the school for matriculation in that school district, with immediate enrollment. Transportation is not required to be provided if not already required by federal law.

Extended School Year – Migrant Education – EC 41601.6
Students who are identified as a "migrant child" in grades TK-6 may be allowed to enroll in two public schools during summer, winter, or other intersessions – both the school in which they last attended and the next intended school to be entered upon the migration with parents from one agricultural work site to another.

HEALTH SERVICES

Child Health and Disabilities Prevention Program - H&SC § 124085
Requires that the parents of kindergarten and first grade pupils be informed of the requirement of physical examination for first grade enrollment and availability of free health screening through local health department. Requires up to five days of exclusion for failure to comply or sign a waiver.

Concussion and Head Injuries – EC § 49475
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. A school that elects to offer an athletic program 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. RCOE Student Programs and Services do not have interscholastic sports programs outside of the school day. These provisions would not apply to an athlete engaged in an athletic activity during the regular school day or as part of a physical education course.

Confidential Medical Services – EC § 46010.1
RCOE Student Programs and Services authorities may excuse any pupil in grades 7 to 12 from the school for the purpose of obtaining confidential medical services without the consent of the pupil's parent or guardian. Notice may be included with any other notice given pursuant to Education Code.

Continuing Medication Regime - EC § 48980, 49423, 49423.1 49480
Parents of any student on a continuing medication regimen for a non-episodic condition shall inform the school nurse or other designated certificated school employee of the medication(s) being taken, the current dosage, and the name of the supervising physician. With the consent of the parent, the school nurse may communicate with the physician and may counsel with school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

In order for a student to carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication at school, the parent must provide a written statement consenting to the self-administration and a written statement from the physician/surgeon or physician assistant detailing the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the student is able to self-administer auto-injectable epinephrine or inhaled asthma medication. The parent's written statement must provide a release for the school nurse or other designated school personnel to consult with the student's health care provider regarding any questions that may arise with regard to the medication and must release the RCOE and school personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication. A student may be subject to disciplinary action if the student uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed.

Emergency Treatment for Anaphylaxis – EC § 49414
RCOE Student Programs and Services provide emergency epinephrine auto-injectors to school nurses and trained personnel and authorizes them to use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from a life-threatening severe allergic reaction (anaphylaxis).

Administration of Epilepsy Medication – EC § 49414.7
If a pupil with epilepsy has been prescribed an emergency antiseizure medication by his or her health care provider, the pupil's parent or guardian may request the pupil's school to have one or more of its employees receive training in the administration of an emergency antiseizure medication in the event that the pupil suffers a seizure when a nurse is not available.

Feminine Hygiene Products: Public School Restrooms - AB 367
RCOE Student Programs and Services shall stock school restrooms with feminine hygiene products, as defined, free of costs, in all women's restrooms and all-gender restrooms, and at least one men's restroom, at all times. RCOE Student Programs and Services do not charge for any menstrual products, including feminine hygiene products, provided to pupils.

Health Care Coverage – EC § 49452.9
RCOE Student Programs and Services provide provide parents/guardians information about health care coverage options and enrollment assistance. Schools may also include a factsheet with its enrollment forms explaining basic information about affordable health care coverage options for children and families.

Immunizations – HSC §§ 120325, 120335, 120338, 120365, 120370, 120375, EC § 48216, and 49403

The County Superintendent of Schools or designee shall not unconditionally admit any student to a County Office of Education elementary or secondary school, preschool, or child care and child development program for the first time nor after July 2016, admit or advance any student to grade 7 unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases:

1. Measles, mumps, rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis
4. Hepatitis B vaccine
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other diseases designated by the CDPH

However, full immunization against hepatitis B shall not be a condition by which the County Superintendent or designee shall admit or advance any student to grade 7.

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the County Office of Education shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized.

Exemptions from one or more immunization requirements shall be granted under any of the following circumstances:

1. The parent/guardian files with the County Office of Education a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe. The statement shall indicate the specific nature and probable duration of the medical condition or circumstances, including, but not limited to family medical history, for which the physician does not recommend immunization.
2. Beginning January 1, 2016, parents of students in any school, will no longer be allowed to submit a personal beliefs exemption to a currently required vaccine. A personal beliefs exemption on file at school prior to January 1, 2016 will continue to be valid until the student enters the next grade span at kindergarten (including transitional kindergarten) or 7th grade. The immunization requirements do not prohibit students from accessing special education and related services required by their individualized education programs.
3. Students are not required to have immunizations if they attend a home-based private school or an independent study program and do not receive classroom-based instruction. However, parents must continue to provide immunizations records for these students to their schools.

Conditional Enrollment: The County Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that:

1. The student has not received all the immunizations required for his/her age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission.
2. The student has a temporary exemption from immunization for medical reasons pursuant to item #1 in the section "Exemptions" above.

The County Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all remaining doses as specified in 17 CCR 6035.

In addition, a transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered.

The County Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until the student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be exclude from further attendance until the immunizations are received.

The County Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or County Office of Education staff shall work with the student's prior school to obtain the students immunization records or shall ensure that he/she is properly immunized.

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or an exemption is granted in accordance with the section "Exemption" above.

Before an already admitted student is excluded from school attendance because of lack of immunization, the county Superintendent shall notify the parent/guardian that he/she has 10 school days to supply evidence of proper immunization or an appropriate exemption. The notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any.

The County Superintendent or designee shall exclude from further attendance any already admitted student who fails to obtain the required immunization within 10 school days following parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until he/she provided written evidence that he/she has received a dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or site administrator.

Exclusion Due to Exposure to Disease: If the County Office of Education has good cause to believe that a student has been exposed to a disease listed in section "Immunizations" above and his/her documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from school until the local health officer informs the County Office of Education in writing that he/she is satisfied

that the student is no longer at risk of developing or transmitting the disease.

Instruction for Pupils with Temporary Disabilities – EC §§ 48206.3, 48207 and 48208
Individualized instruction is available to students with temporary disabilities whose disability makes attendance in the regular day classes or alternative education program in which the student is enrolled impossible or inadvisable. Parents of students hospitalized or with a temporary disability shall notify the school district where the student receives care if an individualized instruction program is desired.

Lactating Pupils – EC § 222
RCOE Student Programs and Services provide, only if there is at least one lactating pupil on the school campus, reasonable accommodations to a lactating pupil on a school campus to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding. These reasonable accommodations include, but are not limited to, access to a private and secure room, other than a restroom, to express breast milk or breast-feed an infant child, permission to bring onto a school campus any equipment used to express breast milk, access to a power source for that equipment, and access to a place to safely store expressed breast milk.

Lactating pupils on a school campus are given a reasonable amount of time to accommodate the need to express breast milk or breast-feed an infant child. Prohibits a pupil from incurring an academic penalty as a result of her use, during the school day, of these reasonable accommodations. Authorizes a complaint of noncompliance with the requirements of the bill to be filed with the local educational agency, and would require the local educational agency to respond to such a complaint, in accordance with specified procedures. Authorizes a complainant to appeal a decision of the local educational agency to the State Department of Education and would require the department to issue a written decision within 60 days of its receipt of the appeal. Requires a local educational agency to provide a remedy to the affected pupil if the local educational agency finds merit in a complaint or if the Superintendent of Public Instruction finds merit in an appeal.

Administration of Prescribed Medication for Pupils – EC §§ 49423 and 49423.1
The parent or legal guardian of any pupil taking medication on a regular basis must inform the school nurse or principal of the school of the medication being taken, the current dosage, and the name of the supervising physician. With the consent of the parent or legal guardian, the school nurse may communicate with the physician and may counsel with school personnel regarding the possible effects of the medication on the pupil.

Any pupil who is required to take, during the regular school day, medication prescribed by a physician may be assisted by the school nurse or other designated school personnel if the school district receives both a written statement of instructions from the physician detailing the method, amount and time schedules by which such medication is to be taken requesting the school nurse to assist the pupil with prescribed medication as set forth in the physician statement. Student may carry and self-administer auto-injectable epinephrine or inhaled asthma medication if the school district receives both a written statement of instructions from the physician detailing the method, amount and time schedules by which such medication is to be taken and a written statement from the parent or guardian requesting that the student self-administer. All requests are to be approved by school nurse prior to use.

Administration of Medicinal Cannabis at School EC § 49414.1 (SB 223 Hill) Provides under the Compassionate Use Act of 1996, the enactment of Jojo's Act which would authorize the governing board of a school district, county board of education or the governing body of a charter school with student in grades Kindergarten through 12, to adopt a policy to allow a parent or guardian of a pupil to possess and administer medicinal cannabis, excluding smoking or vaping form. Policy and procedures are to be school board reviewed and approved and medical records are to remain confidential, including the required sign-in and sign-out of parent or guardian before and after administering according to the valid written medical recommendation to be kept on file at the school. The policy shall not require any staff to administer. All materials shall be removed and discarded appropriately after administration by parent or guardian.

Cancer Prevention Act / Human Papillomavirus (HPV) Immunization EC 48980.4 and HSC 120336
HPV, or human papillomavirus, is a common virus that can cause cancers later in life. California law requires that students be advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth-grade level of any private or public elementary or secondary school. AB 659 recommends students entering the 8th grade be fully vaccinated against HPV, with students and their parent or guardians receiving a notification of the requirement when they enter the 6th grade. Per the CDC, children ages 11–12 years should get two doses of HPV vaccine, given 6 to 12 months apart. HPV vaccines can be given starting at age 9. Children who get the first dose before their 15th birthday only need two doses. Teens who get the first dose on or after their 15th birthday need three doses. The HPV vaccine series is most effective when given before a person is exposed to the virus. More information may be found on the CDC's webpage:

https://www.cdc.gov/hpv/parents/vaccine-for-hpv.html "HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks." (Education Code section 48980.4 and Health and Safety Code section 120336.)

Medical or Hospital Service - EC § 49472
RCOE Student Programs and Services do not provide or make available medical and hospital services for pupils who are injured in accidents related to school activity or attendance.

Mental Health - EC § 49428
In order to initiate access to available pupil mental health services, students may contact the following mental health provider: Wylie Center at the school site. RCOE Student Programs and Services notify parents at least twice per year. This is one time through our Annual Notification and the second time through the Student-Parent Handbook. All staff are provided annual youth behavioral health training

Oral Health Assessment – EC § 49452.8
Requires a pupil, while enrolled in kindergarten in a public school, or while enrolled in first grade in a public school if the pupil was not previously enrolled in kindergarten in a public school, to no later than May 31st of the school year present proof of having received

an oral health assessment that was performed no earlier than 12 months prior to the date of the initial enrollment of the pupil. Record of a dental assessment done by a dental professional is required for all kindergarteners and first graders attending public school for the first time. Dental assessments must be completed in the 12 months prior to entry or by May 31st of the pupil's first school year.

Physical Examination – EC §§ 49451, EC 48980(a)
At the beginning of the first semester or quarter of the regular school term, the school district shall notify the parent or guardian of a minor pupil regarding the right or responsibility of the parent or guardian under EC 49451. 20 USC 1232h: Requires notification to parents of pupils, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any non-emergency, invasive physical examination or screening is scheduled or is expected to be scheduled that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and is not necessary to protect the immediate health and safety of the pupil or other pupils. Notification to offer parents an opportunity to opt pupils out of participation in the activity.

A parent or guardian may file annually with the school principal a written statement, signed by the parent or legal guardian, withholding consent to a physical examination of the pupil. However, whenever there is good reason to believe that the pupil is suffering from a recognized contagious or infectious disease, the pupil shall be sent home and shall not be permitted to return until school authorities are satisfied that the contagious or infectious disease no longer exists.

Sun Protective Clothing/Use of Sunscreen - EC § 35183.5
RCOE Student Programs and Services allow for outdoor use of sun-protective clothing. Further provides for the use of sunscreen by students during the school day and authorizes sites to establish policy.

STUDENT CONDUCT AND DISCIPLINE

School Rules – EC § 35291, EC § 48980(a)
At the beginning of the first semester or quarter of the regular school term, RCOE Student Programs and Services notify the parent or guardian of a minor pupil regarding the right or responsibility of the parent or guardian under Section 35291.

Student Conduct – EC § 51100
RCOE Student Programs and Services ensure that parents and guardians of students enrolled in school have the right and have the opportunity, as mutually supportive and respectful partners in the education of their children.RCOE Student Programs and Services inform parents through the Student-Parent Handbook in advance about school rules, including disciplinary rules and procedures in accordance with Section 48980, attendance policies, dress codes, and procedures for visiting the school.

Duty Concerning Conduct of Pupils - EC § 44807
Every teacher shall hold pupils accountable for their conduct on the way to and from school, and on the playground.

Duties of Pupils - 5 CCR § 300
Pupils must conform to school regulations, obey all directions, be diligent in study, be respectful of teachers/others in authority, and refrain from profane/vulgar language.

Dress Code/Gang Apparel EC § 35183
Students are expected to come to school appropriately dressed. Students failing to dress appropriately will be asked to change. RCOE Student Programs and Services adopted a reasonable dress code.

Laser Pointers - PC § 417.27
RCOE Student Programs and Services prohibit possession of a laser pointer for any student, unless possession is for valid instructional or other school related purpose.

Electronic Listening or Recording Device or Electronic Signaling Device – EC §§ 48901.5 – EC 51512
The use by any person, including a pupil, of any electronic listening or recording or signaling device in any classroom without the prior consent of the teacher and the principal is prohibited as it disrupts and impairs the teaching process and discipline in the schools. Any person, other than the pupil, willfully in violation shall be guilty of a misdemeanor. Any pupil in violation shall be subject to appropriate disciplinary action.

Property Damage EC § 48904
Parents or guardians may be held financially liable if their child willfully damages school property or fails to return school property loaned to the child. The school may further withhold grades, diplomas, and transcripts.

Pupil Admissions, Suspensions, and Expulsions - AB 1360 Amends EC § 47605
The CBK Charter School petition contains information related to when pupils may be suspended, expelled or involuntarily removed from the charter school, authorizes additional charter school admissions preferences, and requires charter schools to notify parents that parental involvement is not a requirement for acceptance or continued enrollment at the charter school.

Pupil Discipline: Suspension: Informal Conference - AB 667
Current law requires a suspension by the principal, the principal's designee, or the district superintendent of schools to be preceded by an informal conference conducted by the principal, the principal's designee, or the district superintendent of schools between the pupil and, whenever practicable, the teacher, supervisor, or school employee who referred the pupil to the principal, the principal's designee, or the district superintendent of schools. Current law requires a pupil, at the conference, to be informed of the reason for the disciplinary action and the evidence against him or her, and given the opportunity to present his or her version and evidence in his or her defense. This bill requires a pupil, at the conference, to also be informed of the other means of correction that were attempted before the suspension.

Pupil Discipline: Legal Consult Prior to Custodial Interrogation of Minor under Age 16 SB 395-Section 625.6 of Welfare and Institutions Code
Beginning January 1, 2018, minors under the age of 16 must consult with legal counsel prior to a custodial interrogation and before waiving their *Miranda* rights. Existing law requires a peace officer to advise minors of their rights by providing a Miranda warning. But if the minor or parent waives those rights, officers can interrogate the minor. Senate Bill (SB) 395, which adds section 625.6 to the Welfare and Institutions Code, will prohibit a law enforcement officer from conducting a custodial interrogation of or accepting a waiver of *Miranda* rights by a minor 15 or younger until the minor has had an opportunity to consult with legal counsel. This consultation must occur in person, by telephone or by video conference and may not be waived.

SB 395 requires a court to consider the impact of a peace officer's failure to provide such legal consultation in determining the admissibility of statements the minor made during or after a custodial interrogation. SB 395 provides limited exceptions to its consultation requirement. The new law does not require probation officers to comply with its requirements and also excludes questions related to obtaining information believed to be necessary to protect life or property from an imminent threat.

SB 395 creates new issues for police and other public agencies, including schools, when dealing with minors and illegal or inappropriate conduct. School districts that rely upon interviews of students by school district police department officers or contract school resource officers (SRO) in relation to student discipline proceedings may wish to review those practices for conformance with the new law, which covers potential criminal misconduct occurring on school campuses. In particular, school districts may wish to review how and when a law enforcement officer or an SRO may become involved with investigations of student misconduct.

Grounds for Suspension and Expulsion – EC § 48900 *et seq*.
A pupil shall not be suspended from school or recommended for expulsion, unless the Riverside County Superintendent of Schools or the RCOE Student Programs and Services principal in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person. (2) Willfully used force or violence upon the person of another, except in self-defense.
(b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
(d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either

sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

(e) Committed or attempted to commit robbery or extortion.

(f) Caused or attempted to cause damage to school property or private property.

(g) Stole or attempted to steal school property or private property.

(h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of the pupil's own prescription products.

(i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties. (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph is inoperative on July 1, 2020. (3) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. (4) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified in paragraph (1). This paragraph is inoperative on July 1, 2025.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 287, 288, or 289 of, or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
(B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
(C) Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
(D) Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.
(2) (A) "Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
(i) A message, text, sound, video, or image.
(ii) A post on a social network internet website, including, but not limited to:
(I) Posting to or creating a burn page. "Burn page" means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).
(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
(iii) (I) An act of cyber sexual bullying.
(II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this sub-clause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
(III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational,

political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

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

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) (1) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities. (2) It is further the intent of the Legislature that the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and school-wide positive behavior interventions and support, may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

EC 48900.2. Sexual Harassment

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment

as defined in Section 212.5. For the purposes of this chapter, 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 section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

EC 48900.3. Hate Violence
In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

EC 48900.4. Harassment, Threats or Intimidation
In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

EC 48900.5. Limitations on Imposing Suspension
Suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49072 However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons.

EC 48900.7. Terroristic Threats
a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.
(b) For the purposes of this section, "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 his or her own safety or for his or her immediate family's safety, or

for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

Attendance of Suspended Pupil's Parent of Guardian - EC § 48900.1
If a teacher suspends a pupil, the teacher may require the child's parent to attend a portion of the school day in his or her child's classes. Employers may not discriminate against parents who are required to comply with this requirement.

SCHOOL SAFETY

Asbestos Management Plan – 40 CFR 763.93
Requires the school district, at least once each school year, to notify in writing parent, teacher, and employee organizations of the availability of a complete, updated management plan for asbestos-containing material in school buildings and shall include in the management plan a description of the steps taken to notify such organizations, and a dated copy of the notification.

Bullying Prevention – EC §§ 234.4, 32283.5
RCOE is committed to the prohibition of discrimination, harassment, intimidation, and bullying. Annual training will be provided to all staff who work with students, to prevent bullying and cyberbullying. You may find a list of education web pages describing the staff training at: https://www.cde.ca.gov/ls/ss/se/bullyres.asp

If you or your child should experience any bullying on campus, at school events, or on the way to or from school, please contact our district counseling liaison available to assist you in identifying and stopping this behavior at: 951-826-6595.

Permit Requests for Victims of Bullying EC § 46600 (AB 1127 Luz Rivas)
RCOE Student Programs and Services approve an intra-district transfer for a victim of an act of bullying. Even without an agreement to the desired district, the resident district shall not deny an application to transfer to another district through the Inter-district process for a victim of bullying, similar to the requirement to release a child of an active military duty parent. Proposed school districts are required to accept all pupil applications and be given priority for Inter-district attendance for transfer until the school district is at maximum capacity, according to existing local inter-district policies. If the student is a child of active military duty parent or a victim of an act of bullying and is eligible for free or reduced meals, then the school district of enrollment shall provide transportation upon request of the parent or guardian, not to exceed the supplemental grant per EC 42238.02.

Internet Site access to Suicide Prevention policies – EC §234.6 (AB 34 Ramos)
RCOE Student Programs and Services provide a bullying policy in a prominent location on existing internet website, easily accessible to parents or guardians and pupils.

Camera Surveillance on School Property PC 647(j)
RCOE Alternative Education and CBK Charter School have surveillance cameras on campus which are not hidden, nor shared with outside agencies, but are used to monitor

safety and security on school campus. Concealed video or still photos are prohibited by law, as are cameras that are installed where there is a reasonable expectation of privacy.

Child Abuse and Neglect Reporting – PC § 11164 et seq
RCOE Student Programs and Services staff members are required by law to report cases of child abuse and neglect whenever staff have a reasonable suspicion. Staff may not investigate to confirm the suspicion. Both the staff name and the report itself are confidential and cannot be disclosed except to authorized agencies.

Civility on School Grounds – CC § 1708.9, EC § 32210
Any person who willfully disturbs any public school or any public school meeting is guilty of a misdemeanor, and shall be punished by a fine of not more than five hundred dollars ($500). It is unlawful for any person, except a parent/guardian acting toward his/her minor child, to intentionally or to attempt to injure, intimidate, interfere by force, threat of force, physical obstruction, or nonviolent physical obstruction with any person attempting to enter or exit any public or private school grounds.

Controlled Substances: Opioids– EC § 49476
RCOE Student Programs and Services provide documentation to students who participate in athletics a specified factsheet regarding prescription opioids. RCOE Student Programs and Services authorities provide facts regarding the risks and side effects of opioid use each school year to athletes. Parents and student athletes must sign acknowledgement of receipt of the document annually.

Dangerous Objects
Often, students like to bring objects, such as a collector's item, to school to show their friends. Examples of these objects include, but are not limited to, laser pointers, mini baseball bats, martial arts weapons (e.g., nunchaku, throwing stars), or any other sharp, pointy objects. Students should refrain from bringing objects that have the potential to inflict serious bodily injury to others.

Dangers of Synthetic Drugs - EC § 48985.5
Fentanyl is a major contributor to drug overdoses in California, including among youth. Fentanyl is an extremely potent and dangerous synthetic opioid, like heroin and morphine, and is laboratory engineered to be about 50 times stronger than heroin and 100 times stronger than morphine. This means even small amounts can lead to a fatal overdose. Fentanyl is powerful and difficult to detect. People who make or sell drugs sometimes add small amounts of fentanyl – in ways that are not noticeable to the user – to other substances because of its extreme potency, making the drugs cheaper, more powerful, more addictive, and more dangerous.

The U.S. Department of Justice Drug Enforcement Administration has directly connected social media drug sales to overdose deaths. Drug traffickers have turned smartphones into a one-stop shop to market, sell, buy, and deliver deadly, fake prescription pills and other dangerous drugs. These deadly drugs can be purchased and delivered to anyone's home just like any other good or service. Drug traffickers advertise on social media platforms like Facebook, Instagram, Snapchat, TikTok, Twitter and YouTube. These advertisements are in disappearing, 24-hour stories and in posts, which are promptly posted and removed. Posts and stories are often accompanied by known code words and emojis that

are used to market and sell illicit and deadly drugs on social media. These code words and emojis are designed to evade detection by law enforcement and by the preset algorithms used by social media platforms. Social media drug trafficking impacts all age groups, but adolescents and young adults are particularly susceptible given their high rates of social media usage.

Fentanyl misuse may result in an intense, short-term high; temporary feelings of euphoria; slowed respiration and reduced blood pressure, nausea, fainting; seizures or death. Methamphetamine misuse may result in agitation, increased heart rate and blood pressure, increased respiration and body temperature, anxiety, and paranoia. High doses can cause convulsions, cardiovascular collapse, stroke, or death. Overdose may result in stupor, changes in papillary size, cold and clammy skin, cyanosis, coma, and respiratory failure leading to death. The presence of a triad of symptoms such as coma, pinpoint pupils, and respiratory depression are strongly suggestive of opioid poisoning.

With a fentanyl-poisoned drug supply, avoiding drug use is the surest way to prevent an overdose. The only safe medications are ones that come from licensed and accredited medical professionals. For more information, review the Facts About Fentanyl on the California Department of Public Health website.

Disaster Preparedness Educational Materials – EC § 32282.5
Natural and human-caused disasters affect everyone which is why it is important to be prepared at home, at school, at work, and in the community. Parents and guardians are encouraged to review the safety educational materials provided on the California Department of Education Web page at: http://www.cde.ca.gov/ls/ss/cp/pupilsafetyeducmat.asp. The materials are available in multiple languages and can be used to help families prepare for different types of emergencies and crisis.

Electronic Nicotine Delivery Systems (e-cigarettes)
RCOE prohibits the use of electronic nicotine delivery systems (ENDS) such as e-cigarettes, hookah pens, cigarillos, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products on all district property and in district vehicles at all times. ENDS are often made to look like cigarettes, cigars and pipes, but can also be made to look like everyday items such as pens, asthma inhalers and beverage containers. These devices are not limited to vaporizing nicotine; they can be used to vaporize other drugs such as marijuana, cocaine, and heroin. Section 119405 of the Health and Safety Code prohibits the sales of e-cigarettes to minors which means that students should not be in possession of any such devices. Students using, in possession of, or offering, arranging or negotiating to sell ENDS can be subject to disciplinary action, particularly because ENDS are considered drug paraphernalia, as defined by 11014.5 of the Health and Safety Code.

Gun-Free School Zone – PC 626.9 and 30310
A person holding a valid license to carry a concealed firearm may not carry a firearm on the grounds of a public or private school providing instruction in kindergarten or grades 1 to 12, inclusive, or within a distance of 1,000 feet from the grounds of the public or private school. (There is an exemption for certain appointed peace officers who are authorized to carry a firearm by their appointing agency and for certain retired reserve peace officers who are authorized to carry a concealed or loaded firearm.)

Megan's Law - Sex Offender Information - Penal Code 290.45, 290.46
Information about registered sex offenders in California can be found on the California Department of Justice's website, http://meganslaw.ca.gov/. The website also provides information on how to protect yourself and your family, facts about sex offenders, frequently asked questions, and sex offender registration requirements in California.

Off-campus Lunch – EC § 44808.5
School districts may permit students enrolled at any high school to leave the school grounds during the lunch period. The school district and its officers or employees are not liable for the conduct or safety of any student who leaves school grounds during lunch period. RCOE Student Programs and Services do not offer an off-campus lunch option.

Persistently Dangerous Schools – 20 USC 7912
RCOE Student Programs and Services have a written policy stating that students who attend a persistently dangerous school must be allowed to attend a safe public school. The written policy is communicated to all parties.

Pesticide Products – EC §§ 17612, 48980.3
RCOE Student Programs and Services send an annual notification to include information on pesticide products as specified in EC 17612(a). RCOE Student Programs and Services annually provide to all staff and to parents or guardians of pupils enrolled at the school written notification of the name of all pesticide products expected to be applied at the school site during the upcoming year. Notification to identify the active ingredient(s) in each pesticide product, an Internet address on pesticide use and reduction developed under Food and Agricultural Code 13184, the Internet address where the school site integrated pest management plan may be found if the school site has posted the plan, and any other information deemed necessary by the school designee. The notice shall provide staff and parents or guardians the opportunity to register with the school if they wish to receive notification of individual pesticide applications at the school.

Possession of a Firearm in a School Zone - AB 424
Deletes the authority of a school district superintendent, his or her designee, or equivalent school authority to provide written permission for a person to possess a firearm within a school zone. By expanding the scope of a crime, the bill creates a state-mandated local program. The bill exempts from that crime the activities of a program involving shooting sports or activities that are sanctioned by a school, school district, college, university, or other governing body of the institution, as specified, and the activities of a certified hunter education program, as specified. The bill makes other conforming changes to related provisions.

Response to Threats of Homicide at School – EC § 49390-49395
Requires any school district employee interacting with students in grades 6 through 12, inclusive, who observes a threat or perceived threat that a student is going to "commit a homicidal act related to school or school activity" to immediately report such threat to local law enforcement. (Ed. Code, § 49393.)

Safe Place to Learn Act – EC §§ 234 and 234.1
It is the policy of the State of California to ensure that all local education agencies continue to work to reduce discrimination, harassment, violence, intimidation, and bullying. It is further the policy of the state to improve pupil safety at schools and the

connections between pupils and supportive adults, schools, and communities. As such, school districts must adopt policies and procedures that address the following:

1. A policy that prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics set forth in PC 422.55 and EC 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.
2. A policy that applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district.
3. A process for receiving and investigating complaints of discrimination, harassment, intimidation, and bullying that shall include, but not be limited to all of the following:
    (a) A requirement that, if school personnel witness an act of discrimination, harassment, intimidation, or bullying, he or she shall take immediate steps to intervene when safe to do so.
    (b) A timeline to investigate and resolve complaints that shall be followed by all schools under the jurisdiction of the school district.
    (c) An appeal process afforded to the complainant should he or she disagree with the resolution of a complaint filed.
    (d) Maintenance of complaints and their resolution for a minimum of one review cycle.
    (e) Manner to ensure that complainants are protected from retaliation and that their identities remain confidential, as appropriate.
4. Identification of a responsible local educational agency officer for ensuring compliance.

In addition, a copy of the policy and information about the manner in which to file a complaint, to pupils, parents, employees, agents of the governing board, and the general public shall be posted in all schools and offices, including staff lounges and pupil government meeting rooms. Notice to be in English, and when applicable under EC 48985, the primary language or mode of communication of the recipient.

RCOE is committed to maintaining a learning environment that is free from discrimination, harassment, violence, intimidation, and bullying based on actual or perceived characteristics set forth in Section 422.55 of the Penal Code and EC 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. All school personnel who witness an act of discrimination, harassment, intimidation, or bullying must take immediate steps to intervene when safe to do so. Any student who engages in acts of discrimination, harassment, violence, intimidation, or bullying related to school activity or school attendance occurring within a school of the school district may be subject to disciplinary action up to and including expulsion.

Safe Storage of a Firearm - EC § 48986. AB 452

RCOE Student Programs and Services provides parents and guardians with resources regarding California's safe storage of firearms. California Penal Code sections 25100-25125 and 25200-25220 define the responsibility of parents and guardians to store firearms safely in the house, regardless if they are unloaded.

School Buses –Passenger Safety - EC § 39831.5
RCOE Student Programs and Services provides safety regulations to all students.

School Buses: Adult Volunteer Transportation AB 1453
Authorizes the governing board of a school district to provide for the transportation of adult volunteers to and from educational activities authorized by the school district.

School Safety Plan – EC § 32280 et seq.
The RCOE Community School, Court School, and CBK Charter School annual update and post the Comprehensive School Safety Plan, which includes a disaster preparedness plan and emergency procedures. Copies are available to read at each school office. Fire and emergency drills are held periodically at each school.

School Visiting Procedures – EC § 51101(A)(12), PC 627.6
RCOE Student Programs and Services post at every entrance a notice setting forth the visitor registration requirements, hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements.

In the RCOE Student Programs and Services, all visitors and outsiders, as defined in law, local policy of the host school, and administrative regulations, shall register immediately upon entering any school building or grounds. Parents/Guardians and members of the media (including a publisher, editor, reporter, or other person connected with or employed by a newspaper, magazine, other periodical publication, press association or wire service, radio station, or television station) shall register upon entering school premises during school hours (95 Ops.Cal.Atty.Gen. 509, 1996). When a Riverside County Office of Education class/program is located on a school district site, the policy and guidelines of the host school shall prevail for this purpose.

Unless otherwise directed by the site administrator or designee, a staff member shall accompany visitors/outsiders while they are on school grounds.

The site administrator or designee shall provide a visible mean of identification for all individuals, including parents/guardians, who are not students or staff members while on school premises. Volunteers, visitors, parents/guardians, substitute employees, vendors and contractors shall wear a badge or other visible means of identification for the duration of their time on school premises. Students and staff should wear visible means of identification, if available.

The County Office of Education encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the County Office of Education's complaint processes if they have concerns with any County Office of Education program or employee. In accordance with Penal Code 626.7, the site administrator or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds. The County Office of Education recognizes that under California law, any person whose conduct materially disrupts classwork or extracurricular activities or causes a disturbance on school grounds may be guilty of a misdemeanor and subject to fine, imprisonment, or both. When such conduct occurs,

the County Superintendent of Schools may take action leading to the imposition of these penalties.

Possession of unauthorized dangerous instruments, weapons or devices is prohibited on school premises, on any public right-of-way immediately adjacent to school property, or any other place where a teacher and student(s) are required to be in a connection with assigned school activities.

Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)

1. A student of the school, unless currently under suspension.
2. A County Board of Education member or County Office of Education employee.
3. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request.
4. A representative of a school employee organization who is engaged in activities related to the representation of school employees.
5. An elected public official.

In order to register, an outsider shall, upon request, furnish the site administrator or designee with the following information: (Penal Code 627.3)

1. His/her name, address, and occupation.
2. His/her age, if less than 21.
3. His/her purpose for entering school grounds.
4. Proof of identity.
5. Other information consistent with the provisions of law.

The site administrator or designee may refuse to register any outsider if he/she reasonably concludes that the individual's presence or acts would disrupt normal school operation; threaten the health and safety of students or staff; would result in damage to property; or would result in the distribution or use of a controlled substance. The site administrator or designee or school security officer may revoke any outsider's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff (Penal Code 627.4). If such a person is a parent/guardian, appropriate consideration and accommodations will be made with respect to their legal right to participate in their student's education.

When an outsider fails to register, or when the site administrator or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When an outsider is directed to leave, the site administrator or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment (Penal Code 627.7).

Any person who is denied registration or whose registration is revoked may appeal to the County Superintendent or site administrator by submitting, within five dates after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing,

the County Superintendent or site administrator shall promptly mail a notice of the hearing to the person requesting it. A hearing before the County Superintendent or site administrator shall be held within seven days after receipt of the request. (Penal Code 627.5).

School Visiting Procedures-Presence of a Registered Sex Offender on Campus - EC §§ 49091.10 and 51101

Parents/guardians, including those who are required to register as sex offenders, have a prescribed right to be involved in the education of their children. Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a County Office of Education student, shall only enter upon school grounds for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee. As necessary, the site administrator shall consult with local law enforcement authorities and/or legal counsel before allowing the presence of any such person at school or other school activity. The site administrator also shall report to the County Superintendent or designee anytime he/she gives such written permission. The principal shall indicate on the written permission the date(s) and times for which permission has been granted.

Any person required to register as a sex offender pursuant to Penal Code 290, including parent/guardians, shall only enter upon school premises for lawful business and after obtaining written permission from the County Superintendent, site administrator, or designee (Penal Code 626.81). The County Superintendent, site administrator, or designee shall make the determination regarding whether to grant access, for what purpose, and the duration of such access, based upon available information and upon consultation with local law enforcement authorities or legal counsel, if necessary. If a registered sex offender is granted written permission and has lawful business to enter upon school premises, he/she shall be accompanied by the site administrator or designee at all times while on school grounds.

Sexual Harassment – EC §§ 231.5, 48980(g)

RCOE Student Programs and Services communicate a copy of the written policy on sexual harassment as it relates to pupils. RCOE is committed to maintaining a learning and working environment that is free from sexual harassment. Any student who engages in sexual harassment of anyone in or from the district may be subject to disciplinary action up to and including expulsion. Any employee who permits, engages in, or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal.

Sexual Abuse and Sex Trafficking Prevention – EC § 51900.6

RCOE Student Programs and Services provide age-appropriate instruction for students in kindergarten through grade 12, in sexual abuse and sexual assault awareness and prevention. Parents or guardians may submit a written request to excuse their child from participation in any class involving sexual abuse and sexual assault awareness and prevention.

Sexual Abuse and Sexual Assault Awareness and Prevention – EC § 51950

RCOE Student Programs and Services provide sexual abuse and sex trafficking prevention education which includes instruction on the frequency and nature of sexual abuse and sex trafficking, strategies to reduce their risk, techniques to set healthy boundaries, and how to safely report an incident. Parents or guardians may submit a written request to excuse

their child from participation in any class involving sexual abuse and sex trafficking prevention education, and assessments related to that education.

Suicide Prevention Policies – EC § 215
RCOE Student Programs and Services adopted policies on the prevention of student suicides. A copy of the RCOE Student Programs and Services suicide prevention plan is located in the Student-Parent Handbook.

Sudden Cardiac Arrest – EC § 33479 et seq.
Each school year, before a pupil participates in an athletic activity governed by the California Interscholastic Federation (CIF), the school shall collect and retain a copy of the sudden cardiac arrest information sheet required by the CIF for that pupil. Before a pupil participates in an athletic activity not governed by the CIF, the pupil and the pupil's parent or guardian shall sign and return an acknowledgment of receipt and review of the information sheet posted on the California Department of Education's Internet Web site after July 1, 2017.

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens, blood stops flowing to the brain and other vital organs. SCA is not a heart attack; it is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure. SCA is more likely to occur during exercise or sports activity, so athletes are at greater risk. These symptoms can be unclear and confusing in athletes. Often, people confuse these warning signs with physical exhaustion. If not properly treated within minutes, SCA is fatal in 92 percent of cases. In a school district, charter school, or private school that elects to conduct athletic activities, the athletic director, coach, athletic trainer, or authorized person must remove from participation a pupil who passes out or faints, or who is known to have passed out or fainted, while participating in or immediately following an athletic activity. A pupil who exhibits any of the other symptoms of SCA during an athletic activity may be removed from participation if the athletic trainer or authorized person reasonably believes that the symptoms are cardiac related. A pupil who is removed from play may not return to that activity until he or she is evaluated by, and receives written clearance from, a physician or surgeon. On a yearly basis, an acknowledgement of receipt and review of information regarding SCA must be signed and returned by the pupil and the pupil's parent or guardian before a pupil participates in specific types of athletic activities which generally does not apply to those conducted during the regular school day or as part of a physical education course.

Tobacco-free Campus – HSC §§ 104420 and 104495
RCOE Student Programs and Services adopt and enforce a tobacco-free campus policy each fiscal year. The policy prohibits the use of tobacco products, any time, in district-owned or leased buildings, on district property and in district vehicles. Information about the policy and enforcement procedures are communicated clearly to school personnel, parents, pupils and the larger community. Signs stating "Tobacco use is prohibited" are prominently displayed at all entrances to school property. Information about smoking cessation support programs is made available and encouraged for pupils and staff.

HSC 104495 prohibits smoking a cigarette, cigar, or other tobacco-related product and disposal of cigarette butts, cigar butts, or any other tobacco-related waste within 25 feet of

any playground or tot lot sandbox area. Any person who violates this section is guilty of an infraction and shall be punished by a fine of two hundred fifty dollars ($250) for each violation of this section. The prohibitions do not apply to private property or a public sidewalk located within 25 feet of a playground or a tot lot sandbox area.

Use of Smartphones on Campus EC § 48901.7 (AB 272 Muratsuchi)
RCOE Student Programs and Services limit the use of smartphones while at a school site and under supervision and control of staff. Circumstances in which a pupil may have regulated use of a smart phone are defined at each school.

Youth Football Act – HSC 124241 (6–12)
Under state law, students who participate in football games in grades 6-12 must have a licensed medical professional present during the game, whether playing at a home game or away at another school. This does not include Physical Education classes or intramural football games outside of extra-curricular athletics offered at the middle or high school.

Victim of a Violent Crime – 20 USC § 7912
RCOE Student Programs and Services have a written policy stating that students who are victims of a violent criminal offense, while in or on the grounds of a public school, must be allowed to attend a safe public school. The written policy is communicated to all parties, and reiterated to victims of violent criminal offenses and their parents. A student who becomes a victim of a violent criminal offense while in or on the grounds of a school that the student attends, has the right to transfer to another school within the district. The District has 14 calendar days to offer students the option to transfer.

Walking or Riding a Bike to School – VC § 21212
No person under 18 years of age may operate a bicycle, non-motorized scooter, skateboard or wear in-line or roller skates, nor ride as a passenger upon a bicycle, non-motorized scooter, or skateboard upon a street, bikeway, or any other public bicycle path or trail unless that person is wearing a properly fitted and fastened bicycle helmet that meets specified standards.

SCHOOL RECORDS

Pupil Records – EC §§ 49063, 49069, 34 CFR 99.7, 20 USC § 1232g
A cumulative record, whether recorded by handwriting, print, tapes, film, microfilm or other means, must be maintained on the history of a pupil's development and educational progress. The District will protect the privacy of such records. Parents/guardians have the right to 1) inspect and review the student's educational record maintained by the school, 2) request that a school correct records which they believe to be inaccurate or misleading, and 3) have some control over the disclosure of information from educational records. School officials with legitimate educational interests may access student records without parental consent as long as the official needs to review the records in order to fulfill his/her professional responsibility. Upon request from officials of another school district in which a student seeks or intends to enroll, the District shall disclose educational records without parental consent.

Parents' request to access their student's educational records must be submitted in a written form to the principal and the school will have five (5) business days from the

day of receipt of the request to provide access to the records. Copies of student records are available to parents for a small fee per page. Any challenge to school records must be submitted in writing to the principal. A parent challenging school records must show that the records are 1) inaccurate, 2) an unsubstantiated personal conclusion or inference, 3) a conclusion or inference outside the observer's area of competence, 4) not based on the personal observation of a named person with the time and place of the observation noted, 5) misleading, or 6) in violation of the privacy or other rights of the student. Parents have the right to file a complaint with the United States Department of Education concerning an alleged failure by the District to comply with the provisions of the United States Family Educational Rights and Privacy Act (FERPA) by writing to: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave., SW, Washington, D.C. 20202-4605.

A parent challenging school records must show that the records are 1) inaccurate, 2) an unsubstantiated personal conclusion or inference, 3) a conclusion or inference outside the observer's area of competence, 4) not based on the personal observation of a named person with the time and place of the observation noted, 5) misleading, or 6) in violation of the privacy or other rights of the student. Parents have the right to file a complaint with the United States Department of Education concerning an alleged failure by the District to comply with the provisions of the United States Family Educational Rights and Privacy Act (FERPA) by completing the FERPA Complaint Form and then either emailing the completed form to FERPA.Complaints@ed.gov, or mailing the completed form to: U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Ave., SW, Washington, D.C. 20202-8520.

Pupil Records Obtained from Social Media – EC § 49073.6
If RCOE Student Programs and Services consider a program to gather or maintain in its records any information obtained from social media, as defined, of any enrolled pupil to first notify pupils and their parents/guardians about the proposed program, and to provide an opportunity for public comment at a regularly scheduled public meeting of the governing board before the adoption of the program. Once a program is adopted, the following information must be provided to parents/guardians as part of the annual notification:

1. Definition of "social media."
2. Assurance that the information gathered or maintained pertains directly to school or pupil safety.
3. An explanation of the process by which a pupil or a pupil's parent/guardian may access the pupil's records for examination of the information gathered or maintained.
4. An explanation of the process by which a pupil or a pupil's parent/ guardian may request the removal of information or make corrections to information gathered or maintained.
5. Notice that the information gathered and maintained shall be destroyed within one year after a pupil turns 18 years of age or within one year after the pupil is no longer enrolled, whichever occurs first.

Release of Pupil Directory Information – EC § 49073
RCOE Student Programs and Services sends a notice to parents or guardians, on an annual basis, of the categories of directory information that the school plans to release

and of the persons or agencies who may receive such information. Authorizes parents to preclude release by notifying the school district.

Directory Information includes one or more of the following items: student's name, address, telephone number, e-mail address, date of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent public or private school attended by the student.

No information may be released to private profit making entity other than employers, prospective employers and representatives of the news media, including, but not limited to, newspapers, magazines, and radio and television stations. Directory information may be disclosed without prior consent from the parent or legal guardian unless the parent or legal guardian submits a written notice to the school to deny access to his/her pupil's directory information. Directory information regarding a pupil identified as a homeless child or youth shall not be released unless a parent, or eligible pupil has provided written consent that directory information may be released.

Disclosure of Student Information for Marketing Purposes – 20 USC § 1232h
RCOE Student Programs and Services send notification to parents of pupils, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when an activity involving the collection, disclosure, or use of personal information collected from pupils for the purpose of marketing or selling that information is scheduled or expected to be scheduled. Notification to offer parents an opportunity to opt pupils out of participation in the activity.

Free and Reduced-Price Meals – EC § 49510 et seq, EC § 48980(b), EC 49510, 49391 and 49392
RCOE Student Programs and Services provides an annual notification to advise the parent or guardian of the program of free and reduced-price meals prescribed by EC 49510 *et seq*. Free or reduced-price lunches are available at school for pupils whose parents or legal guardians qualify, based on annual household income, and complete the required application form. EC § 49520: Requires the school district to provide annual notification of the availability of the program to provide nutritious meals at school for pupils in receipt of public assistance. Local Educational Agencies (LEA) participating in the National School Lunch Program are required to send a Public Media Release (PMR) for Free and Reduced-Price Meals to local media or post in a public place each school year, unless the school is (1) a boarding school, (2) a residential child care institution without day students, or (3) a school that includes food service fees in tuition and all students are provided the same meals per Title 7, *Code of Federal Regulations*, Section 245.5(a). RCOE provides free and reduced-price meals for children served under the National School Lunch Program and School Breakfast Program.

Retroactive Grant of High School Diplomas: Departed and Deported Pupils - EC § 51430
Authorizes school districts to retroactively grant 12th grade students in good academic standing who have been deported involuntarily, a high school diploma. The bill also requires a school district, county office of education, or charter school to consider any coursework that may have been completed by the pupil outside of the United States or that may have been completed by the pupil through online or virtual courses.

RCOE Student Programs and Services may award a diploma to any student who may have been deported outside the US, if in good standing after completing the second year of high school. Any transfer credits from outside the US will be considered as completion through online or foreign classes.

Special Education Child Find – EC § 56301; 20 USC §§ 1401(3); 1412(a)(3); 34 CFR § 300.111(c)(d)
Under state law, each public school system is responsible to find children with disabilities in its area. Free Appropriate Public Education (FAPE) - Each public school system is responsible for ensuring that each child with disabilities is served appropriately, at no expense to the parent in the least restrictive environment.

Section 504 of the Rehabilitation Act of 1973 (20 USC § 794, 34 CFR §§ 104.32, 104.36)
RCOE Student Programs and Services annually notifies handicapped pupils and their parents of RCOE's nondiscriminatory policy and duty under Section 504 of the Rehabilitation Act.

Social Security Numbers – EC §§ 49076.7, 56601
Prohibits a local educational agency from collecting or soliciting social security numbers or the last four digits of social security numbers from students or their parents.

Surveys – EC § 51513
Prohibits the use of tests, questionnaires, surveys or examinations containing any questions about the pupil's personal beliefs or practices in sex, family life, morality, and religion, unless the parent or guardian is notified in writing that the test, questionnaire, survey, or examination is to be administered and the parent or guardian consents in writing. 20 USC 1232h: Provides that no pupil may be required to submit to a survey, analysis, or evaluation that reveals sensitive, personal information (*i.e.*, political affiliations or beliefs, mental or psychological problems, sex behavior or attitudes, illegal, anti-social, self-incriminating, or demeaning behavior, critical appraisals of other individuals with whom respondents have close family relationships, legally recognized privileged or analogous relationships, religious practices, affiliations or beliefs, or income) without the prior written consent of the parent. Requires notification to parents of pupils, at least annually at the beginning of the school year, of the specific or approximate dates when the administration of any survey that reveals sensitive, personal information is scheduled or is expected to be scheduled. Notification to offer parents an opportunity to opt pupils out of participation in the activity.

Requires the school district to develop policy, in consultation with parents, regarding the right of a parent to inspect, upon request, surveys created by a third party or any instrument used in the collection of personal information, the applicable procedures for granting a request for inspection, and arrangements to protect pupil privacy provided by the district in the event of the administration or distribution of a survey that reveals sensitive, personal information. Requires notification to parents of pupils enrolled in schools served by the district of the adoption or continued use of such policies. Notification to be provided annually, at the beginning of the school year, or within a reasonable period of time after any substantive changes in the policy.

Medical Records Sharing – HSC § 120440
Requires a school district planning to provide information from pupils' medical records to an immunization system to inform students or parents or guardians of the following:

1. Medical information may be shared with local health departments and the State Department of Health Services
2. The name and address of the State Department of Health Services or of the immunization registry with which the school will share the information
3. Information shared with local health departments and the State Department of Health Services will be treated as confidential and will only be used to share with each other, and, upon request, with health care providers, schools, child care facilities, family child care homes, WIC service providers, county welfare departments, foster care agencies, and health care plans
4. The providers, agencies, and institutions will, in turn, treat the shared information as confidential, and shall use it only as specified
5. The student or parent or guardian has the right to examine any immunization-related information shared in this manner and to correct any errors in it
6. The student or the parent or guardian may refuse to allow this information to be shared in the manner described, or to receive immunization reminder notifications at any time, or both.
7. After refusal, a physician may maintain access to this information for the purposes of patient care or protecting the public health. After refusal, the local health department and the State Department of Health Services may maintain access to this information for the purpose of protecting the public health

Release Juvenile Information – WIC § 831
Provides that nothing in these provisions authorizes the disclosure of juvenile information to federal officials absent a court order upon filing a petition, as specified. Provides that nothing in these provisions authorizes the dissemination of juvenile information to, or by, federal officials absent a court order upon filing a petition, as specified. Provides that nothing in these provisions authorizes the attachment of juvenile information to other documents given to, or provided by, federal officials absent prior approval of the presiding judge of the juvenile court. Specifies that "juvenile information" includes the juvenile case file and information related to the juvenile, as specified.

STUDENT SERVICES

Competitive Athletics – EC § 221.9
Commencing with the 2015-2016 school year and every year thereafter, each public elementary and secondary school, including each charter school, that offers competitive athletics, shall publicly make available at the end of the school year all of the following information:

1. The total enrollment of the school, classified by gender.
2. The number of pupils enrolled at the school who participate in competitive athletics, classified by gender.
3. The number of boys' and girls' teams, classified by sport and by competition level.

Schools shall make the information identified above publicly available by posting it on the school's website. If the school does not maintain its own website, the school can submit the information to its school district or charter operator to have the information posted on the district's or operator's website; the information shall be disaggregated by school site. "Competitive athletics" means sports where the activity has coaches, a governing organization, and practices, and competes during a defined season, and has competition as its primary goal. RCOE Student Programs and Services do not operate interscholastic athletic teams.

Custody Issues
Custody disputes must be handled by the courts. The school has no legal jurisdiction to refuse a biological parent access to his/her child and/or school records. The only exception is when signed restraining orders or proper divorce papers, specifically stating visitation limitations, are on file in the school office. Any student release situation which leaves the student's welfare in question will be handled at the discretion of the site administrator or designee. Should any such situation become a disruption to the school, law enforcement will be contacted and an officer requested to intervene. Parents are asked to make every attempt not to involve school sites in custody matters. The school will make every attempt to reach the custodial parent when a parent or any other person not listed on the emergency card attempts to pick up a child.

Health Insurance Coverage for Athletes – EC § 32221.5
Requires school districts that operate interscholastic athletic teams to include a statement regarding no- or low-cost health insurance programs in offers of insurance coverage that are sent to athletic team members. RCOE Student Programs and Services do not operate interscholastic athletic teams.

Federal Student Aid – EC § 51225.8
RCOE Student Programs and Services ensure that students prior to entering 12th grade are entitled to information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application at least once. This information is available in a timely manner as financial aid is awarded in order of submission according to deadlines, on a first-come, first served basis. All family and student personal information is protected according to state and federal privacy laws and regulations. RCOE schools provide families with information through meetings at the school sites.

Educational Equity: Immigration Status - EC §§ 66251, 66260.6, 66270, and 66270.3
The Equity in Higher Education Act, states that all persons, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other specified characteristic, equal rights and opportunities and adds this opportunity to apply for financial aid for higher education to also be equitable, and an application may not be denied of a student based on their immigration status. This does not guarantee any final eligibility, but simply an ability to apply for financial aid just like any other student, without discrimination.

Immigration Status - EC § 234.7
RCOE Student Programs and Services notify parents/guardians of their children's right to a free public education regardless of immigration status, including "Know Your Educational Rights" information as contained in the Office of the Attorney General

publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. The County Superintendent or designee notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. Teachers, school administrators, and other school staff receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

Know Your Educational Rights

Your child has the right to a free public education

- All children in the United States have a Constitutional right to equal access to free public education, regardless of immigration status and regardless of the immigration status of the students' parents or guardians.
- In California:
  - All children have the right to a free public education.
  - All children ages 6 to 18 years must be enrolled in school.
  - All students and staff have the right to attend safe, secure, and peaceful schools.
  - All students have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation
  - All students have equal opportunity to participate in any program or activity offered by the school, and cannot be discriminated against based on their race, nationality, gender, religion, or immigration status, among other characteristics.

Information required for school enrollment

- When enrolling a child, schools must accept a variety of documents from the student's parent or guardian to demonstrate proof of child's age or residency.
- You never have to provide information about citizenship/immigration status to have your child enrolled in school. Also, you never have to provide a Social Security number to have your child enrolled in school.

Confidentiality of personal information

- Federal and state laws protect student education records and personal information. These laws generally require that schools get written consent from parents or guardians before releasing student information, unless the release of information is for educational purposes, is already public, or is in response to a court order or subpoena.
- Some schools collect and provide publicly basic student "directory information." If they do, then each year, your child's school district must provide parents or guardians with written notice of the school's directory information policy, and let you know of your option to refuse release of your child's information in the directory.

Family safety plans if you are detained or deported

- You have the option to provide your child's school with emergency contact information, including the information of secondary contacts, to identify a trusted adult guardian who can care for your child in the event you are detained or deported.
- You have the option to complete a Caregiver's Authorization Affidavit or a Petition for Appointment of Temporary Guardian of the Person, which may give

a trusted adult the authority to make educational and medical decisions for your child.

Right to file a complaint

- Your child has the right to report a hate crime or file a complaint to the school district if your child is discriminated against, harassed, intimidated, or bullied on the basis of their actual or perceived nationality, ethnicity, or immigration status.

For more information on resources for responding to immigration enforcement activities at California schools, or to file a complaint, please contact: Bureau of Children's Justice, California Attorney General's Office, P.O. Box 944255, Sacramento, CA 94244-2550, (800) 952-5225, BCJ@doj.ca.gov, https://oag.ca.gov/bcj/complaint.

Migrant Education – EC § 54444.2

Requires a school district receiving migrant education funds or services to actively solicit parental involvement in the planning, operation, and evaluation of its programs through the establishment of, and consultation with, a parent advisory council. Requires notice to parents, in language they understand, that parents have sole authority to decide composition of council. RCOE Student Programs and Services do not receive migrant education funding.

Nondiscrimination Statement

Discrimination in education programs and activities is prohibited by state and federal law. Education Code 200 *et seq*. requires school districts to afford all pupils regardless of gender, gender identity, gender expression, sex, race, color, religion, national origin, ethnic group identification, mental or physical disability, sexual orientation, or the perception of one or more of such characteristics, equal rights and opportunities in education. State law, as provided in EC 221.5, specifically prohibits discrimination on the basis of gender in enrollment, counseling, and the availability of physical education, athletic activities, and sports. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin. Title IX of the Education Amendments of 1972 and Title IV of the Civil Rights Act of 1964, also prohibits discrimination on the basis of gender. The Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act of 1973 prohibit discrimination on the basis of disability. The Office for Civil Rights of the U.S. Department of Education has authority to enforce federal laws in all programs and activities that receive federal funds.

RCOE is committed to providing a safe school environment where all individuals in education are afforded equal access and opportunities. The District's academic and other educational support programs, services and activities shall be free from discrimination, harassment, intimidation, and bullying of any individual based on the person's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. Specifically, state law prohibits discrimination on the basis of gender in enrollment, counseling, and the availability of physical education, athletic activities, and sports. Transgender students shall be permitted to participate in gender-segregated school programs and activities (e.g., athletic teams, sports competitions, and field trips) and to use facilities consistent with their gender identity. The District assures that lack

of English language skills will not be a barrier to admission or participation in District programs. Complaints of unlawful discrimination, harassment, intimidation, or bullying are investigated through the Uniform Complaint Process. Such complaints must be filed no later than six months after knowledge of the alleged discrimination was first obtained. To obtain information, contact the Personnel Department at 951-826-6518.

Notice of Alternative Schools – EC § 58501
RCOE Student Programs and Services are alternative schools. California state law authorizes all school districts to provide for alternative schools. Education Code 58500 defines alternative school as a school or separate class group within a school which is operated in a manner designed to:

(a) Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
(b) Recognize that the best learning takes place when the student learns because of his/her desire to learn.
(c) Maintain a learning situation maximizing student self-motivation and encouraging the student in his/her own time to follow his/her own interests. These interests may be conceived by him/her totally and independently or may result in whole or in part from a presentation by his/her teachers of choices of learning projects.
(d) Maximize the opportunity for teachers, parents, and students to cooperatively develop the learning process and its subject matter. This opportunity shall be a continuous, permanent process.
(e) Maximize the opportunity for the students, teachers, and parents to continuously react to the changing world, including, but not limited to, the community in which the school is located.

In the event any parent, pupil, or teacher is interested in further information concerning alternative schools, the county superintendent of schools, the administrative office of this district, and the principal's office in each attendance unit have copies of the law available for your information. This law particularly authorizes interested persons to request the governing board of the district to establish alternative school programs in each district.

Ralph M. Brown Act: Required Notices and Agendas for Open Public Meetings: GC 54954.2, 54956, 54956.5, 54954.2, 54954.5, 54957.1, 54957.7, and 54954.2(b)
GC 54950-54963 Ralph M. Brown Act requires that postings are specified to notify the public of open meetings being held, discussions or decisions are made, when closed sessions are needed, protecting student identification and/or confidential, medical, or personally identifiable information. REGULAR MEETINGS: Agenda in 20 words or less, posted within 72 hours of meeting. SPECIAL MEETINGS: Twenty-four hour notice must be provided to members of legislative body and media outlets including brief general description of matters to be considered or discussed. EMERGENCY MEETINGS: One hour notice in case of work stoppage or crippling activity, except in the case of a dire emergency. CLOSED SESSION AGENDAS: All items to be considered in closed session must be described in the notice or agenda for the meeting. The body must orally announce the subject matter of the closed session. If final action is taken in closed session, the body generally must report the action at the conclusion of the closed session.

AGENDA EXCEPTION: Special procedures permit a body to proceed without an agenda in the case of emergency circumstances, or where a need for immediate action came to the attention of the body after posting of the agenda.

Open Meetings: Public Comments: Translation – GC 54954.3
RCOE Student Programs and Services provide at least twice the allotted time for public comment to speakers who require translation services.

Parent Engagement- School Accountability – EC §§ 11500, 11501, 11502, 11503
To participate in the district offerings of parent education and to provide parental input to the local training programs for parents, please contact the following district representative for more information on how you may contribute: Alternative Education Administrator, 951-826-6595.

Rights of Parents and Guardians to Information EC § 51101 (in Part)
The parents and guardians of pupils enrolled in public schools have the right and should have the opportunity, as mutually supportive and respectful partners in the education of their children within the public schools, to be informed by the school, and to participate in the education of their children, as follows:

(1) Within a reasonable period of time after making the request, to observe their child's classroom(s).
(2) Within a reasonable time of their request, to meet with their child's teacher(s) and the principal.
(3) To volunteer their time and resources for the improvement of school facilities and school programs under the supervision of district employees, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher.
(4) To be notified on a timely basis if their child is absent from school without permission.
(5) To receive the results of their child's performance on standardized tests and statewide tests and information on the performance of their child's school on standardized statewide tests.
(6) To request a particular school for their child, and to receive a response from the school district.
(7) To have a school environment for their child that is safe and supportive of learning.
(8) To examine the curriculum materials of their child's class(es).
(9) To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child.
(10) To have access to the school records of their child.
(11) To receive information concerning the academic performance standards, proficiencies, or skills their child is expected to accomplish.
(12) To be informed in advance about school rules, including disciplinary rules and procedures, attendance policies, dress codes, and procedures for visiting the school.
(13) To receive information about any psychological testing the school does involving their child and to deny permission to give the test.
(14) To participate as a member of a parent advisory committee, school site council, or site-based management leadership team.
(15) To question anything in their child's record that the parent feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school.

(16) To be notified, as early in the school year as practicable, if their child is identified as being at risk of retention and of their right to consult with school personnel responsible for a decision to promote or retain their child and to appeal a decision to retain or promote their child.

Parent Participation in School Meetings and Conferences Labor Code 230.8
A parent may not be discriminated against when child in grades K-12 or at a licensed child care, for taking off up to 40 hours each year for child-related activities, if the employer employs 25 or more employees. Prior to taking the time off, the parent should plan for absence, not to exceed eight hours in any calendar month to address school or emergency needs. "Parent" may mean a parent, guardian, stepparent, foster parent, grandparent or a person who stands in loco parentis to a child. Emergency applies to prohibited attendance for behavior, discipline, unexpected closure or unavailability of a child care provider, natural disaster, or other means to put student in danger for lack of supervision. The employer may not discharge or threaten to discharge for any of the labor code protections. Therefore, parents may be allowed to come to IEP meetings, suspension or expulsion conferences, with employees of workplaces with less than 25 employees, reasonableness applies regarding unpaid leave. It should not be considered an abandonment of the work position by walking off without explicit permission, and should still not be justification for dismissal without cause.

School Accountability Report Card - EC §§ 35256, 35258
RCOE Student Programs and Services make a concerted effort to notify parents of the purpose of school accountability report cards, and ensure that all parents receive a copy on or before February 1st of each year. Content will include mis-assignments of teachers, number of vacant teacher positions, availability of sufficient textbooks and other instructional materials, and needed maintenance to ensure good repair of facilities. Copies are accessible at the Riverside County Office of Education internet site at: www.rcoe.us.

Title IX Prohibiting Sex-Based Discrimination – EC § 221.61
Requires all public and private schools that receive federal funds to post information on their Web sites relative to the designated Title IX coordinator, rights of students and responsibilities of schools, and a description of how to file a complaint. Title IX of the Education Amendments of 1972 is one of several federal and state anti-discrimination laws that ensure equality in educational programs and activities that receive federal funding. Specifically, Title IX protects male and female pupils and employees, as well as transgender pupils and pupils who do not conform to sex stereotypes, against discrimination based on sex, including sexual harassment. California law also prohibits discrimination based on gender, gender expression, gender identity, and sexual orientation. Under Title IX, pupils may not be discriminated against based on their parental, family, or marital status, and pregnant and parenting pupils may not be excluded from participating in any educational program, including extracurricular activities, for which they qualify.

Title IX protects all participants in RCOE's educational programs and activities, including students, parents, employees, and job applicants. RCOE does not discriminate on the basis of sex. Discrimination on the basis of sex can include sexual harassment and sexual violence. In addition to Title IX, the California Education Code prohibits discrimination on the basis of sex in schools. (California Education Code §§ 220-221.1.) Other state and

federal laws also prohibit discrimination and ensure equality in education. Please refer to an overview of all RCOE's nondiscrimination policies and the following specific policies and procedures regarding sexual harassment:

- Non-Discrimination in Employment – Board Policy 4030
- Non-Discrimination in Employment – Administrative Regulation 4030
- Non-Discrimination in Programs and Activities – Board Policy 0410.3
- Sexual Harassment (Employees) – Administrative Regulation 4119.11.01/4129.01/4319.01
- Non-Discrimination/Harassment (Students) – Board Policy 5145.3
- Sexual Harassment (Students) – Board Policy 5145.7
- Sexual Harassment (Students) – Administrative Regulation 5145.7
- Uniform Complaint Procedures – Board Policy 1312.3
    - Uniform Complaint Procedures – Administrative Regulation 1312.3

Pupil and Public Rights Under Title IX (California Education Code § 221.8.):

- You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex.
- You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities, including athletics.
- You have the right to have access to a sex/gender equity coordinator, referred to as the Title IX Coordinator (find contact information below), to answer questions regarding sex/gender equity laws.
- You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on sex/gender equity laws.
- You have the right to file a confidential discrimination complaint with the United States Department of Education Office for Civil Rights or the California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex.
- You have the right to pursue civil remedies if you have been discriminated against.
- You have the right to be protected against retaliation if you file a discrimination complaint.

At this time the County Office does not provide the following items related to athletics, but you have the right to receive equitable treatment and benefits in the provision of all of the following if any are provided by the County Office in the future:

- Equipment and supplies;
- Scheduling of games and practices;
- Transportation and daily allowances;
- Access to tutoring;
- Coaching;
- Locker rooms;
- Practice and competitive facilities;
- Medical and training facilities and services; and
- Publicity.

Information provided here applies to every RCOE school site and all RCOE programs and activities.

Filing a Complaint
A complaint alleging unlawful discrimination or retaliation must be filed no later than six months from the date the discrimination or retaliation occurred or six months from when the complainant first learned of the unlawful discrimination. The Superintendent or designee may extend this timeline by up to 90 days for good cause upon written request by the complainant setting forth the reasons for the extension.

A student, parent, guardian, employee, individual, or organization may file an oral or written complaint alleging discrimination, harassment, intimidation, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, gender identity, and/or bullying on the basis of a protected characteristic under RCOE's Uniform Complaint Procedure by sending a complaint to RCOE's Title IX Coordinator.

Title IX Coordinator
RCOE's Title IX coordinator oversees compliance with Title IX requirements and promotes sex equity in RCOE programs. For any incidents or concerns related to Title IX, please immediately notify the department/site Title IX Coordinator, or you may contact the RCOE Division of Personnel Services Title IX Coordinator.

Personnel Services Title IX Coordinator
Name: Executive Director Personnel Services, Dion Clark
Email: DClark@rcoe.us
Phone: (951) 826-6653

For additional resources and information regarding Title IX, please visit the RCOE website at the following URL: https://www.rcoe.us/departments/personnel-services/title-ix. On the website, you will find Title IX training materials and all related policies.

If you need assistance putting your complaint in writing, please contact Personnel Services at 951-826-6673. You may file a complaint anonymously, but RCOE's ability to investigate and respond may be limited by a lack of information. You may also file a discrimination complaint with the U.S. Department of Education Office for Civil Rights. For more information, visit http://www2.ed.gov/about/offices/list/ocr/complaintintro.html. The electronic complaint form for the Office for Civil Rights is available online at https://ocrcas.ed.gov. Contact the Office for Civil Rights at: San Francisco Office, Office for Civil Rights, U.S. Department of Education, 50 United Nations Plaza, San Francisco, CA 94102. Telephone: (415) 486-5555. Fax: (415) 486-5570; TDD: (800) 877-8339.
Email: ocr.sanfrancisco@ed.gov

How RCOE Investigates Complaints
Complaints filed under RCOE's Uniform Complaint Procedure will be investigated and a decision made within sixty calendar days of the RCOE's receipt, unless the complainant agrees to an extension. RCOE's compliance officer or designee may interview alleged victims, alleged offenders, and relevant witnesses. The compliance officer may review available records, statements, or notes related to the complaint, including evidence or information received from the parties during the investigation. The compliance officer may visit reasonably accessible locations where discrimination is alleged to have occurred. As appropriate, RCOE's compliance officer periodically will inform the parties of the status of the investigation. The complainant will be notified when a decision is made. Complaints that are not filed under RCOE's Uniform Complaint Procedure will be investigated and decided pursuant to the applicable procedure.

What Happens After the Investigation?
For complaints filed under the Uniform Complaint Procedure, the compliance officer will prepare and send a final written decision to the complainant and respondent, if any, within sixty (60) working days of RCOE's receipt of the complaint (unless this deadline is extended by mutual agreement).

The complainant or respondent may appeal RCOE's decision within fifteen calendar days to the California Department of Education. The appeal must specify the reason for the appeal and whether RCOE's facts are incorrect and/or the law is misapplied. The appeal must include a copy of the original complaint to RCOE and a copy of RCOE's decision. For more information, visit the California Department of Education's webpage on Uniform Complaint Procedures: https://www.cde.ca.gov/re/cp/uc/.

For complaints alleging unlawful discrimination based on state law, the complainant may pursue available civil law remedies, including seeking assistance from mediation centers or public/private interest attorneys, sixty calendar days after filing an appeal with the California Department of Education. (California Education Code § 262.3.) Note that this sixty day moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (California Education Code § 262.3.)

Complaints may also be filed with the United States Department of Education, Office for Civil Rights, within 180 days of the alleged discrimination. For contact information, see the section above on "How do I file a complaint of sex discrimination?" For more information, visit http://www2.ed.gov/about/offices/list/ocr/complaintintro.html.
If the compliance officer finds that a complaint has merit, RCOE will take appropriate corrective action. For more information regarding Title IX and sex equity in education or RCOE employment, please contact RCOE's Title IX coordinator.

Transgender Students EC § 221.5
It is the policy of the state that elementary and secondary school classes and courses, including nonacademic and elective classes and courses, be conducted, without regard to the sex of the pupil enrolled in these classes and courses. RCOE Student Programs and Services do not prohibit a pupil from enrolling in any class or course on the basis of the sex of the pupil, except a class subject to Chapter 5.6 (commencing with Section 51930) of Part 28 of Division 4 of Title 2.

RCOE Student Programs and Services do not require a pupil of one sex to enroll in a particular class or course, unless the same class or course is also required of a pupil of the opposite sex. A school counselor, teacher, instructor, administrator, or aide may not, on the basis of the sex of a pupil, offer vocational or school program guidance to a pupil of one sex that is different from that offered to a pupil of the opposite sex or, in counseling a pupil, differentiate career, vocational, or higher education opportunities on the basis of the sex of the pupil counseled. Any school personnel acting in a career counseling or course selection capacity to a pupil shall affirmatively explore with the pupil the possibility of careers, or courses leading to careers, that are nontraditional for that pupil's sex. The parents or legal guardian of the pupil shall be notified in a general manner at least once in the manner prescribed by Section 48980, in advance of career counseling and course selection commencing with course selection for grade 7 so that they may participate in the counseling sessions and decisions. Participation in a particular physical education activity

or sport, if required of pupils of one sex, shall be available to pupils of each sex.

A pupil shall be permitted to participate in sex-segregated school programs and activities, including athletic teams and competitions, and use facilities consistent with his or her gender identity, irrespective of the gender listed on the pupil's records.

Uniform Complaint Policy and Procedure – 5 CCR § 4622, EC §§ 234.1, 32289, and 49013

RCOE Student Programs and Services provide an annual written notification to pupils, employees, parents, district advisory committee, school advisory committees, and other interested parties of the school district's uniform complaint process. Notice includes the identity of the person(s) responsible for processing the complaints, the civil law remedies that may be available, and the appeal or review procedures contained in the following sections: 5 CCR 4650, Basis of Direct State Interventions, 5 CCR 4652, Appealing Local Agency Decisions, and 5 CCR 4671, Federal Review Rights. Notice to be in English, and when applicable under EC 48985, the primary language or mode of communication of the recipient.

In compliance with the Safe Place to Learn Act (AB 9, Chapter 723, Statutes of 2011) which became effective on July 1, 2012, school districts may authorize the filing of a uniform complaint to resolve complaints of discrimination, harassment, intimidation or bullying. EC 49013 authorizes the filing of a uniform complaint for noncompliance regarding pupil fees. The California State Board of Education will begin the process of amending and adding to the California Code of Regulations to ensure consistency and clarity in relation to EC 49010-49013 (AB 1575, Chapter 776), which became effective on January 1, 2013. EC 52075 authorizes the filing of a uniform complaint alleging a school district, county office of education, or charter school failed to comply with LCFF requirements related to the LCAP (EC 52060-52076) or EC 47606.5 and 47607.3.

The Uniform Complaint Procedures apply to the filing, investigation and resolution of complaints regarding alleged: 1) failure to comply with federal or state law or regulations governing adult education, consolidated categorical aid programs, migrant education, vocational education, child care and developmental programs, child nutrition programs and special education programs; 2) unlawful discrimination against any protected group as identified under Education Code ***(EC)*** sections 200 and 220 and Government Code section 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance; 3) failure to comply with school safety planning requirements as specified in Section 7114 of Title 20 of the United States Code; 4) unlawful discrimination, harassment, intimidation, and bullying based on actual or perceived characteristics set forth in Section 422.55 of the Penal Code and EC 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, or sexual orientation; 5) unlawful imposition of pupil fees for participation in educational activities in public schools; and 6) failure to comply with the requirements established through the Local Control Funding Formula related to the Local Control and Accountability Plan as described in EC sections 52060 through 52076 or sections 47606.5 and 47607.3.

A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that was adopted by the District.

A student fee or LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complainant provides evidence or information leading to evidence to support an allegation of noncompliance.

A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date the complainant first obtains knowledge of the concern. These uniform procedures require the complainant to submit a written complaint to the district administrator who will coordinate an investigation and response within 60 days of receipt of the written complaint, unless the complainant agrees in writing to extend the time line. If the District finds merit in a complaint, the District shall provide a remedy to all affected pupils, parents/guardians. Contact the RCOE Personnel Office – Risk Management, 3958 13th Street, Riverside, for additional information or assistance.

A complainant may appeal the District's decision to the California Department of Education (CDE) by filing a written appeal within 15 days after receiving the District's decision. The CDE may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in Section 4650 of Title 5 of the California Code of Regulations exists, including cases in which the district has not taken action within 60 days of the date the complaint was filed with the district. If a district is found to have violated a state or federal law and/or regulation, and the District does not take corrective action to comply, then various civil remedies may be available.

Williams Complaint Policy & Procedure – EC § 35186
RCOE Student Programs and Services use a modified uniform complaint process to help identify and resolve deficiencies related to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, and teacher vacancy or misassignment. Allows for the filing of anonymous complaints. A complainant who identifies himself or herself is entitled to a response upon request.

Notices are posted in classrooms notifying parents, guardians, pupils and teachers of the following:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials each pupil, including English learners, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments as defined in paragraphs (2) and (3) of subdivision (h).
4. The location at which to obtain a form to file a complaint in case of a shortage. Posting a notice downloadable from the internet website of the department shall satisfy this requirement.

Every school provides sufficient textbooks and instructional materials. Every student, including English learners, have textbooks or instructional materials, or both, to use at home or after school. School facilities are clean, safe, and maintained in good repair. There are no teacher vacancies or misassignments. Parents, students, teachers or any member of the public may submit a complaint regarding these issues. However, it is highly encouraged that individuals express their concerns to the school principal before completing the complaint forms to allow the school to respond to these concerns.

State Preschool Health and Safety Issues Complaints (5 CCR 4690 – 4694)
Complaints regarding state preschool health and safety issues in LEAs exempt from licensing are now processed exclusively via the procedures set forth in the California Code of Regulations, title 5, sections 4690 through 4694, and are no longer processed through the LEA's Uniform Complaint Procedures. Complaints must be filed with the preschool program administrator, or his/her designee, and may be filed anonymously. (Education Code section 8235.5.)

Special Education: Complaints – EC 56500.2
Parents or guardians have a right to file a written complaint with the school if they believe the school is in violation of federal or state law governing the identification or placement of special education students, or similar issues. State regulations require the party filing the complaint to forward a copy of the complaint to the Riverside County Office of Education at the same time the party files the complaint with the California Department of Education. Procedures are available from your building principal.

Special Education: Due Process Hearings – EC 56502
The State Superintendent is required to develop a model form to assist parents and guardians in filing requests for due process. Available at www.dgs.ca.gov/oah/SpecialEducation.aspx is the model form for parents that wish to initiate due process hearings relating to special education rights.

Special Education Program Complaints-5 CCR 3200 – 3205
Complaints regarding special education programs are no longer covered by the LEA's Uniform Complaint Procedures. Please refer to the Notice of Procedural Safeguards, Special Education Rights of Parents and Children under the IDEA and the California Education Code, which is available from your child's school or may be accessed here: https://www.cde.ca.gov/sp/se/qa/documents/pseng.pdf , for more information about filing a complaint. Complaints alleging that a student was discriminated against due to his or her disability still fall under the Uniform Complaint Procedures.

INSTRUCTION

Accreditation of Schools – EC § 35178.4
RCOE will notify each parent or guardian of a pupil in a school that has lost its accreditation status and the potential consequences of the school's loss of status, in writing or by posting the information on the school's website.

Availability of Prospectus – EC §§ 49063, 49091.14
RCOE Student Programs and Services compile annually a prospectus of the curriculum including titles, descriptions and instructional aims of every course offered by the school.

Prospectus to be reproduced and made available, upon request by parent or guardian, for inspection.

Acceptable Use Policy. Access to Internet and Online Sites - EC § 48980(l)
One of the goals of RCOE is to assist in advancing the use of technology to enhance student learning. Access to RCOE technology is a privilege, not a right, and students enrolled in district programs or activities must follow guidelines and procedures regarding acceptable use of technology. All RCOE students and their parents/guardians shall sign the Acceptable Use of Technology Agreement prior to using district technological resources. RCOE shall make a diligent effort to filter the inappropriate or harmful matter accessible through the Internet, and students shall also take responsibility not to initiate access to inappropriate or harmful matter while using technology. Violation of this policy may result in disciplinary action and the loss of the privilege to use the technology and/or civil or criminal liability.

Before and After School Programs – EC §§ 8482.6, 8483(e), 8483.1(e), and 8483.95
Beginning on July 1, 2017, homeless students and students who are in foster care shall receive first priority for enrolling in before and after school programs. A program must inform the parent: Students who are identified as homeless or foster children have a right to receive priority enrollment. To request priority enrollment, please contact NAME OF homeless or FYS liaison for DISTRICT at Contact Information. No current participant in a before or after school program shall be dis-enrolled in order to allow enrollment of a student with priority enrollment.

Bilingual Education – EC § 52173, 5 CCR § 11303
RCOE Student Programs and Services provide parents with an opportunity for consultation prior to placement of child in a program of bilingual education. Requires notification, by mail or in person, to inform parents: 1) in a simple, nontechnical description of purposes, method, and content of the program; 2) that they have the right and are encouraged to visit classes and to come to the school for a conference to explain the nature and objectives of bilingual education; 3) of their right not to have their child enrolled in such a program; and 4) the opportunity to participate in the school or school district advisory committee, or both. Written notice shall be provided in English and the primary language of the pupil.

California Healthy Youth Act – EC §§ 51930-51939
The California Healthy Youth Act requires school districts to provide pupils with integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention education at least once in middle school and once in high school. It is intended to ensure that pupils in grades 7-12 are provided with the knowledge and skills necessary to: 1) protect their sexual and reproductive health from HIV, other sexually transmitted infections, and unintended pregnancy; 2) develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; and 3) have healthy, positive, and safe relationships and behaviors. It also promotes understanding of sexuality as a normal part of human development, and their development of healthy attitudes and behaviors concerning adolescent growth and development, menstrual health, body image, gender, gender identity, gender expression, sexual orientation, relationships, marriage, and family.

Parents or legal guardians have the right to:

1. Inspect the written and audiovisual educational materials used in the comprehensive sexual health and HIV prevention education.
2. Request in writing that their child not receive comprehensive sexual health or HIV prevention education.
3. Request a copy of Education Codes 51930 through 51939, the California Healthy Youth Act.
4. Be informed whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants.
5. Receive notice by mail or another commonly used method of notification no fewer than 14 days before the instruction is delivered if arrangements for the instruction are made after the beginning of the school year.
6. When the district chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV prevention education, be informed of:
    a. The date of the instruction
    b. The name of the organization or affiliation of each guest speaker

Career Counseling & Course Selection – EC § 221.5(d)
RCOE Student Programs and Services notifies the parents or legal guardian of a pupil in a general manner at least once in the annual notification, in advance of career counseling and course selection commencing with course selection for grade 7, so that the parent or guardian may participate in the counseling sessions and decisions.

Career Technical Education Course – EC § 48980(m)
RCOE Student Programs and Services allow a career technical course to satisfy the graduation requirement imposed by EC 51225.3(a)(1)(E) and provide the following notifications:

1. Information about the high school graduation requirements of the school district and how each requirement satisfies or does not satisfy the subject matter requirements for admission to the California State University and the University of California.
2. A complete list of career technical education courses offered by the school district that satisfy the subject matter requirements for admission to the California State University and the University of California, and which of the specific college admission requirements these courses satisfy.

College & Career Technical Education – EC § 51229
RCOE Student Programs and Services provide annual notification that include a one-page written notice to parents or guardians of students in grades 9 through 12 that includes all of the following:

1. A brief explanation of the college admission requirements.
2. A list of the current UC and CSU web sites that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU.
3. A brief description of what career technical education is, as defined by the CDE.
4. The internet address for the portion of the web site of the CDE where students can learn more about career technical education.

5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses.
6. CaliforniaColleges.edu is California's official college and career planning platform. It is a one-stop shop for all the tools students need to set goals for life after high school and make plans to achieve them. The platform also serves as a crucial component of the state's new Cradle-to-Career (C2C) Data System tools for students and parents. The following websites also provide additional information and resources:

    • hs-articulation.ucop.edu – allows search of high school courses that have been certified by the UC as satisfying the requirements for admission to the UC/CSU.
    • cccco.edu – offers links to all the community colleges in California.
    • assist.org – provides course transfer information for students planning to transfer from a California Community College to a CSU or UC. ·
    • calstate.edu – offers assistance to students and their families on the CSU system, including the ability to apply online, and links to all CSU campuses.
    • universityofcalifornia.edu – offers information regarding admissions, online application, and links to all UC campuses.

    Students will have the opportunity to meet with their assigned school counselor to get help with choosing courses that will meet college admission requirements and/or enroll in career technical education (CTE) courses. A CTE program of study involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge to provide students with a pathway to postsecondary education and careers. For more information about CTE visit: www.cde.ca.gov/ci/ct.

Cal Grant GPA Submission & Opt-Out Notification - EC § 69432.9
Each year, California public high school seniors, including those in charter schools, are automatically considered Cal Grant applicants as part of the state's financial aid process. This helps students access grants to support college expenses.

To meet this requirement, schools are required to electronically submit students' grade point averages (GPAs) to the California Student Aid Commission (CSAC) by October 1 of the student's 12th-grade year. Students and families do not need to take action unless they choose to opt out of this process.

Important Information for Families:
- Notification & Opt-Out: By January 1 of a student's 11th-grade year, schools must notify families that the student will be automatically considered a Cal Grant applicant. Families have at least 30 days to opt out.

Who Can Opt Out:
- If the student is under 18, only the parent or guardian may opt out.
- Once the student turns 18, the student may choose to opt in or opt out, even if a prior decision was made by a parent.

GPA Submission: No social security numbers are submitted with GPA data. Schools may only submit this information with permission, and only if required to complete the financial aid process.

Student Eligibility: Financial need is determined using federal guidelines. Eligibility for Cal Grants considers both the cost of attendance and a family's expected contribution.

Alternative Submissions: Students without a GPA due to special circumstances may be able to submit test scores or request a waiver, as allowed by CSAC regulations. We encourage families to speak with their school counselor for more information on the Cal Grant program, financial aid opportunities, or how to opt out if desired.

California College Guidance Initiative – EC 51229, 60900.5
The California College Guidance Initiative (CCGI) works to smooth the path to college for California students and unify the efforts of the institutions that serve them. Combining data-driven tools and infrastructure with capacity building and student-focused curricula, CCGI helps close the gaps between systems and ensure that all California students, especially those who have been underrepresented in higher education, can move seamlessly from K-12 to college and career. CCGI manages CaliforniaColleges.edu, which is the state's official college and career planning platform and is free to all California students in grades 6-12 and their families.

To facilitate this, data for all students enrolled in grades 6-12 public schools will:

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

Community Service Hours Toward High School Graduation – EC § 51230 (AB 1062 Limón)
RCOE Student Programs and Services may provide a pupil with credit towards community service hours commensurate with the hours required for completion of a course in community emergency response training.

Continuous Access to Assistive Technology Devices EC § 56040.3 (AB 605 Maienschein)
RCOE Student Programs and Services make available school-purchased devices to maintain continuous access at school and outside of school settings to continue free appropriate public education. If a student moves away from the distributing school, the student may continue to use the device, or a comparable device, for up to two months or until the device is replaced in the new setting, whichever occurs first.

Educational Liaison for Foster Children – EC §§ 48204, 48645.5, 48853, and48853.5, WIC §§ 317, 16010
Requires the State Department of Education, in consultation with the California Foster Youth Education Task Force, to develop a standardized notice of the educational rights of foster children, as specified, and to make the notice available to educational liaisons for foster children for dissemination by posting the notice on its Internet Web site.

Language Acquisition Program – EC 310; 5 CCR 11309, 5 CCR 11309
In order to facilitate parental choice of program, all parents and guardians are informed of the placement of their children in a structured English immersion program and are notified of an opportunity to apply for a parental exception waiver. EC 310: Parents or legal guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible, based upon the requirements of EC 305. If the school district implements a language acquisition program, the parent or guardian shall be provided with information on the types of language programs available to pupils enrolled in the school district, including, but not limited to, a description of each program.

GATE Program – 5 CCR § 3831
RCOE Student Programs and Services have a written plan for the GATE program which is available for public inspection. Plan includes: 1) the rationale for the purposes of the program, including the general goals and specific objectives which pupils are expected to achieve; 2) rationale for the district's method of identification of gifted and talented pupils; 3) where appropriate, procedure for the consideration of the identification and placement of a pupil who was identified as gifted or talented in the district from which the pupil transferred; 4) the services to be rendered and the activities to be included for pupils participating in special day classes, receiving special services, or participating in special activities for an amount of time as specified in Education Code Section 52206; 5) plan for evaluating the various components of the program; 6) procedures for modifying the district gifted and talented program on the basis of the annual review; 7) staff development plan based upon a needs assessment which includes specification of requisite competencies of teachers and supervisory personnel; 8) procedures for ensuring continuous parent participation in recommending policy for planning, evaluating, and implementing the district program; 9) procedure to inform parents of a pupil's participation or nonparticipation in the gifted and talented program; and 10) an objective related budget.

Title 1-20 (Teacher Qualifications) U.S.C. 6311
Permits parents to request information regarding the professional qualifications of the student's classroom teachers, including the following:

- Whether the teacher has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- Whether the teacher is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived.
- The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.
- Whether the child is provided services by paraprofessionals and, if so, their qualifications.

In addition to the information that parents may request regarding their child's teacher, parents may also request information on the level of achievement of the parent's child in each of the State academic assessments, and timely notice that the parent's child has been assigned or has been taught for four (4) or more consecutive weeks by a teacher who is not highly qualified. Parents may obtain this information by logging on to www.ctc.ca.gov/ and looking up the child's teacher's credentials by entering the first and last name. The law also requires that parents be notified when a teacher who is not highly qualified is hired and teaches the child four (4) consecutive weeks or more.

Harm or Destruction of Animals – EC § 32255 et seq., EC 48980(a)
Any pupil with a moral objection to dissecting or otherwise harming or destroying an animal, or any part thereof, must inform his or her teacher of the objection. Objections must be substantiated by a note from the pupil's parent or guardian. A pupil who chooses to refrain from participation in an education project involving the harmful or destructive use of an animal may receive an alternative education project, if the teacher believes that an adequate alternative education project is possible. The teacher may work with the pupil to develop and agree upon an alternative education project so that the pupil may obtain the knowledge, information, or experience required by the course of study in question.

Internship at Community College Bridge Programs EC § 79149.25 (AB 595 Medina)
Authorizes a student enrolled in a community college bridge program may use an individual tax identification number if the student does not have a social security number in order to participate in an internship offered through a high school pathway bridge concurrent enrollment course.

Instruction for Pupils with Temporary Disabilities – EC §§ 48206.3, 48207, 48208
EC 48980(a): At the beginning of the first semester or quarter or quarter of the regular school term, RCOE Student Programs and Services notify the parent or guardian of a minor pupil regarding the right or responsibility of the parent or guardian under EC 48207 and 48208. EC 48980(b): The annual notification advises the parent or guardian of the availability of individualized instruction as prescribed by EC 48206.3.

A pupil with a temporary disability which makes attendance in the regular day classes or the alternative educational program in which the pupil is enrolled impossible or inadvisable may receive individualized instruction provided in the pupil's home for one hour a day. Please contact the school site for further information.

A pupil with a temporary disability, who is in a hospital or other residential health facility, excluding a state hospital, may be deemed to have complied with the residency requirements for school attendance in the school district in which the hospital is located.

It is the responsibility of the parent or guardian to notify the school district in which the hospital or other residential health facility is located of the presence of a pupil with a temporary disability. Upon receipt of the notification, the district will within five working days determine whether the pupil will be able to receive individualized instruction pursuant to EC 48206.3 and, if so, provide the instruction within five working days or less.

A pupil with a temporary disability may remain enrolled in the district of residence or charter school and may attend regular classes when not confined to the hospital setting, the total days of instruction may not exceed the maximum of five days with both school settings and attendance may not be duplicated. If necessary, the district of residence may provide instruction in the home for the days not receiving instruction in the hospital setting, depending upon the temporary doctor orders. The supervisor of attendance shall ensure that absences from the regular school program are excused until the pupil is able to return to the regular school program.

An honorary high school diploma which is clearly distinguishable from the regular diploma of graduation may be awarded to a pupil who is terminally ill, from the resident governing school board, a county office of education or a charter school.

Foster Youth Exemption from Local Graduation Requirements –AB 216; EC §§ 48853, 49069, and 51225.2
Foster youth are allowed educational rights, such as: immediate enrollment, remain in school of origin, enrollment in local comprehensive school, partial credits, graduation with state minimum requirements with possible fifth year/exemption from local graduation requirements, and access to academic resources, services and extracurricular activities. A local educational agency must provide a remedy to the affected pupil following the Uniform Complaint Procedures, including information regarding exemption from local graduation requirements, if educational rights are not allowed at the public high school.

Homeless Youth Exemption from Local Graduation Requirements – AB 1806; EC §§ 48645.5, 48645.7, 48853, 49069, 51225.1, and 51225.2
Homeless youth are allowed educational rights, such as: immediate enrollment, remaining in school of origin, enrollment in local comprehensive school, partial credits, graduation with state minimum requirements with possible fifth year (exemption from local graduation requirements, and access to academic resources, services and extracurricular activities). A local educational agency must provide a remedy to the affected pupil following the Uniform Complaint Procedures, including information regarding exemption from local graduation requirements, if educational rights are not allowed at the public high school.

Juvenile Court School Students and High School Graduation Requirements - AB 2306 amends Sections §§ 48645.3, 48645.5, 48645.7, 51225.1, and 51225.2 of the Education Code
AB 2306 provides that it is the intent of the Legislature that pupils in juvenile court schools have a rigorous curriculum that includes a course of study preparing them for high school graduation and career entry and fulfilling the requirements for admission to the University of California and the California State University. AB 2306 further provides that if a pupil meets statewide coursework requirements while attending a juvenile court school, the county office of education must issue to the pupil a diploma of graduation and cannot require the pupil to complete coursework or other requirements that are in addition to the statewide coursework requirements. Furthermore, AB 2306 exempts a "former juvenile court pupil," from all coursework and other requirements adopted by the governing board of the school district that are in addition to the statewide coursework requirements. A "former juvenile court school pupil" means a pupil who, upon completion of the pupil's second year of high school, transfers to a school district, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school. However, if the school district into which the former juvenile court school pupil transfers determines that the pupil is reasonably able to complete the school district's graduation requirements within the pupil's fifth year of high school, the school district must do all of the following:

(1) Inform the pupil of his or her option to remain in school for a fifth year to complete the school district's graduation requirements;
(2) Inform the pupil, and the person holding the right to make educational decisions for the pupil, about how remaining in school for a fifth year to complete the school district's graduation requirements will affect the pupil's ability to gain admission to a postsecondary educational institution;
(3) Provide information to the pupil about transfer opportunities available through the California Community Colleges; and

(4) Permit the pupil to stay in school for a fifth year to complete the school district's graduation requirements upon agreement with the pupil, if the pupil is 18 years of age or older, or, if the pupil is under 18 years of age, upon agreement with the person holding the right to make educational decisions for the pupil.

RCOE Student Programs and Services notify a former juvenile court pupil, the person holding the right to make educational decisions for the pupil, and the pupil's social worker or probation officer, of the availability of the above exemption and whether the pupil qualifies for the exemption. Notification occurs within 30 calendar days of the date the pupil transfers into a school. If the school district fails to provide timely notification, the pupil will be eligible for the exemption from local graduation requirements once notified, even if that notification occurs after termination of the court's jurisdiction over the pupil, if the pupil otherwise qualifies for the exemption.

RCOE Student Programs and Services notify the pupil and the person holding the right to make the pupil's educational decision that even if the pupil is exempt from local requirements, failure to complete local requirements could affect his or her ability to gain admission to postsecondary educational institutions.

Although a former juvenile court pupil may be eligible for the above exemption, he or she is not required to accept the exemption and cannot be denied enrollment in the transfer school for failure to accept the exemption. An exemption cannot be revoked by the school district and will continue to apply even after the court's jurisdiction over the pupil is terminated.

Juvenile Court School Students and High School Graduation Requirements - AB 1124
AB 1124 permits the pupil, upon agreement between the county office of education and the pupil or the person holding the right to make educational decisions for the pupil, to take coursework or other requirements adopted by the governing board of the county office of education, and to defer the granting of the diploma until the pupil is released from the juvenile detention facility. Upon the release from a juvenile detention facility of a pupil who is entitled to a diploma, AB 1124 permits the pupil or person holding the right to make educational decisions for the pupil to elect to decline the issuance of the diploma for the purpose of enrolling the pupil in a school operated by a local educational agency or charter school to take additional coursework, as specified. AB 1124 authorizes the filing of a complaint of noncompliance with these provisions to be filed with the local educational agency under the Uniform Complaint Procedures set forth in the California Code of Regulations. AB 1124 requires, if a local educational agency finds merit in a complaint or if the Superintendent of Public Instruction finds merit in an appeal, the local educational agency to provide a remedy to the affected pupil.

Children of Military Families and High School Graduation Requirements - AB 365
Extends to students from military families rights regarding exemptions from local graduation requirements and acceptance of partial credit which are currently afforded to other groups of highly mobile students.

Migrant and Newly Arrived Immigrant Pupils High School Graduation Requirements - AB 2121 EC 51225.1 and 51225.2
AB 2121 extends exemptions from local graduation requirements and provisions regarding coursework the same provisions afforded to foster, homeless, former juvenile

court school students, and children of military families military students, for transfers, graduation exemptions, to migratory and newly arrived immigrant students during 3rd and 4th year of high school transfers, and offers options regarding a 5th year of high school to be provided by schools, districts, and charter schools. An act to amend EC 51225.1 and 51225.2.

Notice shall be provided in language that the parent and student understand within 30 days of migration: When a pupil completes the state minimum coursework requirements and becomes eligible for a diploma, to notify the pupil, the educational rights holders all of the following: The pupil's right to a diploma issued by the school district of residence if he or she completed the graduation requirements for high school student who transferred in their 3rd or 4th year of high school from another country or other school district. The school district of residence shall issue to the pupil a diploma from the school the pupil last attended after the transfer and accept coursework satisfactorily from the school previously attended, as well as from a country other than the United States. The district or charter school will explain how taking coursework and other requirements adopted by the governing board or charter school or continuing education upon transfer will affect the pupil's ability to gain admission to a postsecondary educational institution. Information about transfer opportunities available through the California Community Colleges. The pupil's or the education rights holder's, as applicable, option to allow the pupil to take additional coursework for a 5th year of high school toward an achievable diploma requirement. If the district or charter school fails to provide timely notice, the pupil shall be eligible for the diploma once notified, even if that notification occurs after the initial transfer. In additional the statewide minimum course work and other requirements adopted by the governing board of the district or charter school shall do both of the following: Inform the pupil of his or her option to take coursework and other requirements adopted by the governing board. Permit the pupil, upon agreement with the pupil, if the pupil is 18 years of age or older, or, if the pupil is under 18 years of age, upon agreement with the person holding the right to make educational decisions for the pupil, to take coursework or other requirements adopted by the governing board, to take additional coursework for a 5th year of high school. Advise the pupil, if the pupil is 18 years of age or older, or, if the pupil is under 18 years of age, the person holding the right to make educational decisions for the pupil, to consider enrollment in a school operated by the local educational agency or charter school, benefit from continued instruction, and graduate from high school with a valid diploma. If a pupil participating in a newcomer program is exempted from local graduation requirements, the exemption shall continue to apply after the pupil no longer meets the definition of a "pupil participating in a newcomer program" while he or she is enrolled in school or if the pupil transfers again to another school, including a charter school, or school district during the 3rd or 4th year of high school. Students and parents of migratory children shall not request a transfer solely to qualify for this exemption.

Homeless Youth Education – 42 US 11432, EC §§ 48853, 49069, 51225.1 and51225.2
RCOE Student Programs and Services appoint a homeless liaison to ensure parents of homeless pupils are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in education of their children. Unaccompanied youth, such as teen parents not living with their parent/guardian or students that have run away or have been pushed out of their homes, have access to these same rights. Notification may address:

1. Liaison contact information.
2. Circumstances for eligibility (*e.g.*, living in a shelter, a motel, hotel, a house or apartment with more than one family because of economic hardship or loss, in an abandoned building, in a car, at a campground, or on the street, in temporary foster care or with an adult who is not your parent or guardian, in substandard housing, or with friends or family because you are a runaway, unaccompanied, or migrant youth).
3. Right to immediate enrollment in school of origin or school where currently residing without proof of residency, immunization records or tuberculosis skin-test results, school records, or legal guardianship papers.
4. Right to education and other services (*e.g.*, to participate fully in all school activities and programs for which child is eligible, to qualify automatically for nutrition programs, to receive transportation services, and to contact liaison to resolve disputes that arise during enrollment).
5. Right to be notified of possibility of graduating within four years with reduced state requirements, if the homeless student transferred after the second year of high school, is credit deficient, and will not be able to graduate on time with local district requirements.
6. Right for district to accept partial credits for courses that have been satisfactorily completed by the student experiencing homelessness.

Investing for Future Education - EC § 48980(d)
Parents are advised of the importance of investing for higher education.

Minimum and Pupil-free Staff Development Days – EC § 48980(c)
RCOE Student Programs and Services provide an annual notification to advise parents and guardians of all pupils attending a school of the schedule of minimum days and pupil-free staff development days. If minimum or pupil-free staff development days are scheduled after the start of the school year, RCOE Student Programs and Services notify parents and guardians of affected pupils as early as possible, but not later than one month prior to the scheduled day.

Rights of Parents and Guardians Who Lack English Fluency - EC § 51101.1
Parents are given any required written notification, under any applicable law, in English and the pupil's home language.

Title I – 20 USC § 6311, 34 CFR § 200.61
RCOE Student Programs and Services, at the beginning of each school year, notify the parents of each student attending any school receiving Title I funds that they may request, and the district will provide on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived.
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.

4. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

In addition to the information that parents may request, a school that receives Title I funds shall provide to each individual parent information on the level of achievement of the parent's child in each of the State academic assessments as required under this part; and timely notice that the parent's child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who is not highly qualified. The notice and information provided to parents under this paragraph shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.

Abusive Relationships - AB 643
RCOE Student Programs and Services ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education, as specified. Requires the information included in grades 7–12 instruction about adolescent relationship abuse and intimate partner violence to also include the early warning signs thereof.

Human Trafficking Prevention Education and Training Act - AB 1227, EC § 49381
RCOE Student Programs and Services ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education, as specified. Under the act, this instruction includes, among other things, information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking. Requires that instruction to additionally include information about sexual abuse and to include information about human trafficking instead of sex trafficking.

School Field Trips: Expenses - AB 341
RCOE Student Programs and Services use funds to cover the expenses of pupils participating in field trips or excursions to other states, the District of Columbia, or a foreign country.

State Seal of Civic Engagement - AB 24
Establishes a State Seal of Civic Engagement, to be affixed to the diploma of qualifying high school graduates, based on a demonstration of excellence in civics education and participation.

ASSESSMENTS AND STUDENT ACHIEVEMENT

Advanced Placement & International Baccalaureate Exam Fees – EC §§ 52244, 48980(k)
RCOE Student Programs and Services advise the parent or guardian if the school district has obtained state funds to cover the costs of advanced placement examination fees under EC 52244. Eligible high school students may receive financial assistance to cover the costs of the advanced placement examination fees or the International Baccalaureate examination fees, or both.

California Assessment of Student Performance and Progress (CAASPP) – EC §§ 52052, 60604, 60615, 60640
RCOE Student Programs and Services notify parents/guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604. The notification to parents or guardians shall include a notice of the provisions outlined in Education Code section 60615. A parent's or guardian's written request to school officials to excuse his or her child from any or all parts of the assessments administered shall be granted (Education Code section 60615). A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year (Title 5-Education, Division 1-CDE, Chapter 2-Pupils, Subchapter 3.75-CAASPP, § 852-Pupil Exemptions). If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records (Title 5-Education, Division 1-CDE, Chapter 2-Pupils, Subchapter 3.75-CAASPP, § 852-Pupil Exemptions). LEAs and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children (Title 5-Education, Division 1-CDE, Chapter 2-Pupils, Subchapter 3.75-CAASPP, § 852-Pupil Exemptions).

California High School Exit Exam – EC § 60840
High School Exit Exam (AB 830-Amends §§ 8421, 8423, 8484.1, 10805, 33126, 47605, 48070.6, 48800, 48980, 49600, 52052, 52302.8, 52335.12, 60605.6, 60900, 99222, 99223, 99224, and 99225 of, to add Section 51413 to, and to repeal Chapter 9 (commencing with Section 60850) of Part 33 of Division 4 of Title 2 of, the Education Code, to amend Section 11126 of the Government Code, and to amend Section 14530 of the Unemployment Insurance Code, relating to the high school exit examination. Eliminates the high school exit examination and removes it as a condition of receiving a diploma of graduation or a condition of graduation from high school.

Apprenticeship & Preapprenticeship Programs – EC 4890, 48980.5
Apprenticeships have the opportunity to offer students the chance for a steady and stable job in a number of growing fields. Many of these experiences lead to well-paying careers. Apprenticeship is a system of training in a trade or profession that combines both classroom study and on-the-job training. Registered preapprenticeship programs prepare individuals to enter and succeed in registered apprenticeship programs; they expand the participants' career pathway opportunities with industry-based training coupled with classroom instruction.

Students may search by county and occupation and find out about a program's requirements (e.g., minimum age, educational and physical requirements, testing, English proficiency) by visiting the website of the California Department of Industrial Relations, Division of Apprenticeship Standards. (Click the link to access the database.)

California High School Proficiency Exam – 5 CCR § 11523
The California High School Proficiency Exam (CHSPE) is a voluntary test that assesses proficiency in basic reading, writing, and mathematics skills taught in public schools. Eligible pupils who pass the CHSPE are awarded a Certificate of Proficiency by the State

Board of Education. A pupil who receives a Certificate of Proficiency may, with verified approval from the parent or legal guardian, leave high school early. The Certificate of Proficiency, however, is not equivalent to completing all course work required for regular graduation from high school. Pupils planning to continue his or her studies in a college or university should contact the admissions office of the institution to find out if the Certificate of Proficiency will meet admission requirements.

A pupil is eligible to take the CHSPE only if he or she meets one of the following requirements on the test date: 1) is at least 16 years old; 2) has been enrolled in the tenth grade for one academic year or longer; or 3) will complete one academic year of enrollment in the tenth grade at the end of the semester during which the CHSPE regular administration will be conducted. A fee for each examination application shall not be charged to the student experiencing homelessness or foster youth under the age of 25. For more information, including administration dates and registration deadlines, visit the following website: http://www.chspe.net/.

Cal Grant Program – EC § 69432.9
Pupils are automatically deemed a Cal Grant applicant unless the parent of the pupil under the age of 18 or pupils over the age of 18 opt out of RCOE Student Programs and Services. The deadline to opt out must not be less than 30 days from the date of this notice. Until a pupil turns 18 years of age, only a parent/guardian may opt the pupil out. Once a pupil turns 18 years of age, only the pupil may opt himself/ herself out and, if prior to the conclusion of the notice period, the pupil may opt in over the prior decision of a parent/guardian to opt out. RCOE Student Programs and Services send grade point averages to the Student Aid Commission in October and February each school year.

A Cal Grant is money for college that does not have to be paid back. To qualify, a student must meet the eligibility and financial requirements as well as any minimum grade point average (GPA) requirements. Cal Grants can be used at any University of California, California State University or California Community College. Some independent and career colleges or technical schools in California also take Cal Grants.

In order to assist students apply for financial aid, all students in grade 12 are automatically considered a Cal Grant applicant and each grade 12 student's GPA will be submitted to the California Student Aid Commission (CASC) electronically by a school or school district official. A student, or the parent/guardian of a student under 18 years of age, may complete a form to indicate that he/she does not wish for the school to electronically send CASC the student's GPA. Until a student turns 18 years of age, only the parent/guardian may opt out the student. Once a student turns 18 years of age, only the student may opt himself/herself out, and can opt in if the parent/guardian had previously decided to opt out the student.

English Learners: Identification: Notice - EC § 313.2
RCOE Student Programs and Services send a notice of assessment of a child's English proficiency which includes specified additional information, including whether a child is a long-term English learner or is an English learner at risk of becoming a long-term English learner, and would authorize a local educational agency or charter school to send an alternative notice to comply with this requirement, as specified.

High School Equivalency Test - AB 1176
Eliminates the existing one hour per school day limit on a high school equivalency test preparation program for people confined to a hospital or correctional facility who are at least 17 years of age and have accumulated insufficient units of high school credit to graduate from high school by age 18. The bill also deletes reference to a "general educational development test" and instead references a "high school equivalency test."

Interim Assessments: Purposes of Use - AB 1035
Requires a local educational agency that elects to use state-provided interim assessments to ensure that teachers have access to all functions and information relating to the assessments and student performance on the assessments, and establishes parameters for the local use of interim assessment data.

FOOD SERVICES

Pupil Meals: Child Hunger Prevention and Fair Treatment Act of 2017 - SB 250
Enacts the Child Hunger Prevention and Fair Treatment Act of 2017 that requires certain local educational agencies, as defined, that provide school meals through the federal National School Lunch Program or the federal School Breakfast Program to ensure that a pupil whose parent or guardian has unpaid school meal fees is not shamed, treated differently, or served a meal that differs from what a pupil whose parent or guardian does not have unpaid school meal fees would receive under that local educational agency's policy.

School Meal Programs: Free and Reduced-Price Meals: Universal Meal Service - SB 138, EC 49510, 49391 and 49392
SB 138 requires the Department of Education, in consultation with the State Department of Health Care Services, to develop and implement a process to use Medi-Cal data to directly certify children, whose families meet the income criteria, into the school meal program. The bill requires school districts and county offices of education with high poverty schools and high poverty charter schools currently participating in the breakfast or lunch program to provide breakfast and lunch free of charge to all students at those schools. The bill also authorizes a school district, county office of education or charter school to opt-out due to fiscal hardship. Commencing in SY 2022–23, Education Code (EC) 49501.5 requires public school districts, county offices of education, and charter schools serving students in grades TK–12 to provide two meals free of charge (breakfast and lunch) during each school day to students requesting a meal, regardless of their free or reduced-price meal eligibility. Charter Schools and Districts will still require eligible parents to submit an application in order to remain in compliance for accounting purposes only. Schools serving grades 1-6 will serve breakfast or a morning snack to non-school-aged children with a guardian present.

FOSTER AND YOUTH EXPERIENCING HOMELESSNESS

Education of Foster Youth – EC §§ 48204, 48853, 48853.5, 51215.1, 51225.2, 47605, 47605.6, 48432.5, 48911, 48911.1, 48915.5, and 48918.1
Requires every local educational agency to designate a staff person as the educational liaison for foster children to: 1) ensure and facilitate the proper educational placement,

enrollment in school, and checkout from school of foster children; and 2) assist foster children when transferring from one school/district to another school/district in ensuring proper transfer of credits, records, and grades. AB 1055 (Ramos) definition of a foster child includes a dependent child of the court of an Indian tribe, consortium or tribes, or tribal organization is afforded the same guarantee of rights as the foster children identified through the county court systems.

The California Department of Education, in consultation with the California Foster Youth Education Task Force, has developed and posted on its Internet Web site a standardized notice of the educational rights of foster children that the educational liaisons for foster children can disseminate. The notice must include the following rights, as specified in EC 48850, 48911, 48915.5, 49069.5, 51225.1, and 51225.2:

1. Stable school placements in the least restrictive education programs, with access to the academic resources, services, and extracurricular activities that are available to all pupils. This includes the right to remain in the school of origin and the right to matriculate with his or her peers.
2. Immediate enrollment in the school of origin or school where the foster youth is currently residing, whether in a licensed children's institution, licensed foster home, or a family home following a commitment or placement under the Welfare and Institutions Code.
3. Proper and timely transfer between schools. This includes the coordination between the local educational agency and the county placing agency, and the transfer of educational information and records of the foster youth to the next educational placement.
4. No lowering of grades if the foster youth is absent from school due to a decision by a court or placing agency to change his or her placement, or due to a verified court appearance or related court ordered activity.
5. Issuance and acceptance of partial credits for courses that have been satisfactorily completed by the foster youth. The foster youth shall not be required to retake the portion of the course already completed unless it has been determined that he or she is reasonably able to complete the requirements in time to graduate from high school.
6. Not be required to retake a course the pupil has satisfactorily completed.
7. Notified of the possibility of graduating within four years with reduced state requirements, if the foster youth transferred after the second year of high school, is credit deficient, and will not be able to graduate on time with local district requirements.
8. Invitation extended to the foster youth's attorney and representative from the county child welfare agency to attend the extension of suspension meeting, the manifestation determination meeting (if applicable), and the expulsion hearing related to a disciplinary proceeding involving the foster youth.
9. File a complaint of noncompliance with the local educational agency under the Uniform Complaint Procedures.

Note: A copy of the standardized notice can be obtained by clicking the following link: www.cde.ca.gov/ls/pf/fy/documents/fosteryouthedrights.pdf.

Education of Homeless Youth– 42 US 11432, EC §§ 48853, 49069, 51225.1, 51225.2
RCOE Student Programs and Services appoint a homeless liaison to ensure parents of

homeless pupils are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in education of their children. Unaccompanied youth, such as teen parents not living with their parent/guardian or students that have run away or have been pushed out of their homes, have access to these same rights. Notification may address:

1. Liaison contact information.
2. Circumstances for eligibility (e.g., living in a shelter, a motel, hotel, a house or apartment with more than one family because of economic hardship or loss, in an abandoned building, in a car, at a campground, or on the street, in temporary foster care or with an adult who is not your parent or guardian, in substandard housing, or with friends or family because you are a runaway, unaccompanied, or migrant youth).
3. Right to immediate enrollment in school of origin or school where currently residing without proof of residency, immunization records or tuberculosis skin-test results, school records, or legal guardianship papers.
4. Right to education and other services (e.g., to participate fully in all school activities and programs for which child is eligible, to qualify automatically for nutrition programs, to receive transportation services, and to contact liaison to resolve disputes that arise during enrollment). Unless there is a local child welfare agency agreement or the school district will assume part or all of the transportation costs.
5. Right to be notified of possibility of graduating within four years with reduced state requirements, if the student experiencing homelessness transferred after the second year of high school, is credit deficient, and will not be able to graduate on time with local district requirements.
6. Right for district to accept partial credits for courses that have been satisfactorily completed by the student experiencing homelessness.

Notice of educational rights of homeless children are disseminated at places where children receive services, such as schools, shelters, and soup kitchens.

Education of the Student Experiencing Homelessness: Right to Apply for Financial Aid-EC 69432.7, 69519, 69731, 69956, 70032, 78220, and 88931
Students experiencing homelessness have a right to apply for financial aid to seek education beyond high school. Every district and charter school must appoint a homeless liaison to assist students and families. Please call 951-826-6464 (liaison contact information) for more information of services and policies related to homeless education rights.

Foster Youth Educational Placement – EC § 48850 et seq.
RCOE Student Programs and Services ensure pupils in foster care receive stable school placements which are in the best interests of the child, placement in least restrictive educational programs, access to academic resources, services, and extracurricular and enrichment activities available to all pupils, full and partial credits for coursework taken, and meaningful opportunity to meet state pupil academic achievement standards.

Foster Youth AB 1006
RCOE Student Programs and Services provide information about mental health treatment information to a prospective adoptive family or the guardian or guardians of foster youth, and requires specialized permanency services be provided to certain youth.

Foster Children: Records SB 233
Adds to the information that may be accessed by foster family agencies records of attendance, discipline, and online communication on platforms established by schools for pupils and parents, and any plan adopted pursuant to specified federal law and requires that these records be the current or most recent records for the pupil.

Housing Questionnaire AB 27 (Rivas)
RCOE Student Program and Services administers an annual housing questionnaire for purposes of identifying children and youth who are homeless and provides a foster liaison to assist with providing support and resources.

Firearms Safety Memorandum

To: Parents and Guardians of Students in the Riverside County Office of Education

From: Deanna McCarty, Ed.D.

Subject: California Law Regarding Safe Storage of Firearms

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

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

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; **or** (3) unlawfully brandishes the firearm to others.[1]
    - **Note:** The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.[2]
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.[3]
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.[4]

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

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[1] See California Penal Code sections 25100 through 25125 and 25200 through 25220.
[2] *See* California Penal Code section 25100(c).
[3] *See* California Civil Code Section 29805.
[4] *See* California Civil Code Section 1714.3.

Acknowledgment of Receipt and Review

Education Code Section 48982 states: "The notice shall be signed by the parent or guardian and returned to the school. Signature of the notice is an acknowledgment by the parent or guardian that he/she has been informed of his/her rights but does not indicate that consent to participate in any particular program has either been given or withheld."

Please Print

Name of Student: _____

Name of Parent/Guardian: _____

Home Address: _____

Name of School: _____

_____ _____
Signature of Parent/Guardian Date

_____ _____
Signature of Parent/Guardian Date

Notification of Continuing Medication

Name of Student: _____

Name of School: _____ Grade: _____

Student is on a continuing Medication Program (Please check):

❑ YES ❑ NO If YES, you have my permission to contact my physician.

Physician's Name: _____

Telephone: _____

Name of Medication: _____

Dosage: _____

_____ _____
Signature of Parent/Guardian Date

APPENDIX L ASSESSMENT CALENDAR

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

General Information for 2025-2026 Assessments

- NWEA windows will have elongated pre-test windows and short post-test windows. The winter post-test will extend a week into the second semester to accommodate independent study.
- NWEA Reading 6+ results will automatically feed into Achieve 3000 via Clever.
- NWEA Math 6+ results will automatically create an Edmentum Math Learning Path.
- Learning Path sections no longer need to be created by the teacher as Edmentum automatically will do this and roster nightly.
- Night and weekend CAASPP/ELPAC dates will be offered.

Typical Classroom Assessment Cycle

Fall

First week of school: NWEA Reading and Math for all students. Language Tree pre-assessment. Independent study will likely take two to three weeks to complete this cycle.

Ongoing: NWEA and Language Tree for new students.

September/October: Panorama, Q1 Common Assessment

Last two weeks of the fall semester: NWEA Reading and Math Post Test, Quarter 2 Common Assessment, Language Tree post-assessment.

Spring

First week of semester 2: NWEA post-test makeups if needed. Language Tree for new English Learners.

Second week of semester 2: NWEA spring Reading and Math assessment for all students new to semester 2.

February: ELPAC, Panorama

March: Q3 Common Assessment. CAASPP ELA/Math/Science (CAST).

Ongoing: Makeups for CAASPP/CAST/ELPAC. NWEA for new enrollees. Language Tree for new ELs.

Last two weeks of the spring semester: NWEA Reading and Math Post Test all students, Language Tree post-assessment for all ELs enrolled in the spring semester.

Pullout Campus Assessments

ASVAB, PFT, PSAT 8/9, 10, Initial ELPAC

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

July 2025

NWEA Reading 6+: All court students (Window 1: 7/14-12/5/2025)

NWEA Math 6+: All court students (Window 1: 7/14-12/5/2025)

Key Terms

ASVAB: Armed Services Vocational Aptitude Battery
CAASPP: California Assessment of Student Performance and Progress
CAST: California Science Test
ELPAC: English Language Proficiency Assessment of California
NWEA MAP: Northwest Evaluation Association-Measures of Academic Progress
PFT: Physical Fitness Test
PSAT: Preliminary Scholastic Aptitude Test
SEL: Social-Emotional Learning

Start the year off right:

Pay extra close attention to the assessment plan for each IEP to consider assessment supports for the year without the need for amendments in the Spring.

Also, remember your SEIS IEP degree of support is required in SEIS. As a rule of thumb, if a student is taking the CAASPP, they will likely be mild-moderate support need. If they are taking the CAA, they will likely be extensive support need. Please refer to the training video on this field for the actual rules.

Your Power BI assessment dashboards will be updated frequently throughout the year. It is one of your best tools in identifying intervention needs and efficacy of in-progress interventions.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

August 2025

NWEA Reading 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

NWEA Math 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

Language Tree Pre-assessment: All English Learners and Long-term English Learners
(Fall pretest window: 8/18-12/5/2025)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

Flow of student accounts for the 2025-2026 school year:

When a student is made active in Aeries, their login and Google account will be created within an hour.

That night, the student is copied into SEIS, Edmentum, and all Clever linked applications.

The student will go into CALPADS within 24 hours of enrollment, typically.

They will be available in TOMS within 72 hours of enrollment, typically.

Canvas now updates daily.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

September 2025

Ongoing assessments:

NWEA Reading 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

NWEA Math 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

Language Tree Pre-assessment: All English Learners and Long-term English Learners
(Fall pretest window: 8/18-12/5/2025)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

September specific assessments:

Panorama SEL Screener: All students
(Fall window: 9/15-9/26/2025)

ASVAB: Val Verde students grade 10-12 (nearby community and CBK sites welcome)
(9/16/2025)

ASVAB: Southwest students grade 10-12
(9/17/2025)

ASVAB: David Long students grade 10-12 (nearby community and CBK sites welcome)
(9/24/2025)

ASVAB: Betty Gibbel students grade 10-12 (nearby community and CBK sites welcome)
(9/30/2025)

Did you know?

NWEA is a statewide leader in the field of creating equitable assessments in line with our superintendent's initiative. You can find the whitepaper here: https://www.nwea.org/resource-center/fact-sheet/48074/Equity-in-assessments_NWEA_fact-sheet-1.pdf/

The PSAT is a required assessment for our AVID certification.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

October 2025

Ongoing assessments:

NWEA Reading 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

NWEA Math 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

Language Tree Pre-assessment: All English Learners and Long-term English Learners
(Fall pretest window: 8/18-12/5/2025)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

October specific assessments:

Quarter 1 Common Assessment: All students
(Fall window: 10/6-10/16/2025)

PSAT 8/9: Interested community and CBK students in grades 8 or 9.
(Fall window: 10/6-10/16/2025)

Did you know?

The California Department of Education now recognizes non-American Sign Language dialects of sign language.

Non-American sign languages can now be assessed with the ELPAC suite of assessments.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

November 2025

Ongoing assessments:

NWEA Reading 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

NWEA Math 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

Language Tree Pre-assessment: All English Learners and Long-term English Learners
(Fall pretest window: 8/18-12/5/2025)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

Did you know?

Long-term English Learners (LTEL) students are defined as having been in an English Learner program for six or more years without being reclassified.

Our state accountability system will begin to include Science (CAST) status and change as an accountability indicator starting with the 2025 CA School Dashboard.

LTEL students are also English Learners (EL), so LTEL students will count in both groups.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

December 2025

Ongoing assessments:

NWEA Reading 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

NWEA Math 6+: All community and CBK, untested court students
(Fall pretest window: 7/14-12/5/2025)

Language Tree Pre-assessment: All English Learners and Long-term English Learners
(Fall pretest window: 8/18-12/5/2025)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

December specific assessments:

NWEA Reading 6+: All untested court, community, and CBK students in grades 6-12
(Fall posttest window: 12/8/2025-1/9/2026)

NWEA Math 6+: All untested court, community, and CBK students in grades 6-12
(Fall posttest window: 12/8/2025-1/9/2026)

Language Tree Post-assessment: All untested court, community, and CBK EL/LTEL students
(Fall posttest window: 12/8-12/19/2025)

Quarter 2 Common Assessment: All students
(Winter window: 12/8-12/19/2025)

Did you know?

The ASVAB administration is supported by the San Diego MEPS. After the administration of the assessment, they return to focus on the career inventory information.

ASVAB results do not have to be shared with the military if the family does not want them shared. Results stay with the school.

The ASVAB is one of the most reliable career inventory instruments in the world.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

January 2026

NWEA Reading 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

NWEA Math 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

Language Tree Pre-assessment: All English Learners and Long-term English Learners new for 2nd semester
(Spring pretest window: 1/12-5/15/2026)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

Reminder:

State testing season is upon us. Please verify that your student supports are correctly reflected in TOMS prior to administering the ELPAC and CAASPP.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

February 2026

NWEA Reading 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

NWEA Math 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

Language Tree Pre-assessment: All English Learners and Long-term English Learners new for 2nd semester
(Spring pretest window: 1/12-5/15/2026)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

February specific assessments:

Panorama SEL Screener: All students
(Spring window: 2/2-2/12/2026)

Summative ELPAC: All English Learners
(Window: 2/2/2025-6/2/2026)

Physical Fitness Test (PFT): All students in grades 5, 7, and 9
(Window: 2/2/2025-6/2/2026)

Quarter 3 Common Assessment: All students
(Spring Window: 2/23-3/6/2026)

Did you know?

Panorama Education has a wealth of downloadable resources and helpful blog posts on their website the can assist in SEL related MTSS efforts? You can find resources here: https://www.panoramaed.com/resources

Tip: Uncheck the contact boxes prior to downloading resources so a salesperson does not call you.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

March 2026

NWEA Reading 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

NWEA Math 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

Language Tree Pre-assessment: All English Learners and Long-term English Learners new for 2nd semester
(Spring pretest window: 1/12-5/15/2026)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

Summative ELPAC: All English Learners
(Window: 2/2/2025-6/2/2026)

Physical Fitness Test (PFT): All students in grades 5, 7, and 9
(Window: 2/2/2025-6/2/2026)

March specific assessments:

CAASPP English Language Arts: All students in grades 3-8, and 11
(Window: 3/9-4/10/2026)

CAASPP Mathematics: All students in grades 3-8, and 11
(Window: 3/9-4/10/2026)

California Science Test (CAST): All students in grades 5 and 8. Administered once in either grade 10, 11, or 12.
(Window: 3/9-4/10/2026)

PSAT 10: Interested community and CBK students in grade 10.
(Spring window: 3/9-4/3/2026)

Did you know?

This is a field test year for the initial ELPAC. That means that a new item bank of questions will be used in all instances of the assessment except for braille materials and emergency paper materials.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

April 2026

NWEA Reading 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

NWEA Math 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

Language Tree Pre-assessment: All English Learners and Long-term English Learners new for 2nd semester
(Spring pretest window: 1/12-5/15/2026)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

Summative ELPAC: All English Learners
(Window: 2/2/2025-6/2/2026)

Physical Fitness Test (PFT): All students in grades 5, 7, and 9
(Window: 2/2/2025-6/2/2026)

March specific assessments:

CAASPP English Language Arts: All students in grades 3-8, and 11
(Window: 3/9-4/10/2026)

CAASPP Mathematics: All students in grades 3-8, and 11
(Window: 3/9-4/10/2026)

California Science Test (CAST): All students in grades 5 and 8. Administered once in either grade 10, 11, or 12.
(Window: 3/9-4/10/2026)

PSAT 10: Interested community and CBK students in grade 10.
(Spring window: 3/9-4/3/2026)

Did you know?

CAASPP results are measured in distance from standard. The CDE measures how far ahead or behind the student is from the lowest threshold of the Standard Met level.

When districts fail to make their participation rate of 95% on an assessment, they are subjected to a penalty in the distance from standard calculation.

Riverside County Office of Education
Alternative Education Unit
2025 – 2026 Assessment Calendar

Assessment for Learning

May 2026

NWEA Reading 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

NWEA Math 6+: All students new for 2nd semester grades 6-12
(Spring pretest window: 1/12-5/15/2026)

Language Tree Pre-assessment: All English Learners and Long-term English Learners new for 2nd semester
(Spring pretest window: 1/12-5/15/2026)

Initial ELPAC: All non-English speakers new to California within 30 days of enrollment
(8/18/2025-6/2/2026)

Summative ELPAC: All English Learners
(Window: 2/2/2025-6/2/2026)

Physical Fitness Test (PFT): All students in grades 5, 7, and 9
(Window: 2/2/2025-6/2/2026)

May specific assessments:

NWEA Reading 6+: All court, community, and CBK students in grades 6-12
(Spring posttest window: 5/18-6/30/2026)

NWEA Math 6+: All court, community, and CBK students in grades 6-12
(Spring posttest window: 5/18-6/30/2026)

Language Tree Post-assessment: All court, community, and CBK EL/LTEL students
(Spring posttest window: 5/11-6/2/2026)

Congratulations on a year of using assessment data to drive learning!

2025-2026 Alternative Education Professional Development Matrix

Zoom links will be sent on Friday prior to the meeting for all virtual training.

Date	Community (Teachers/IAs)	Court (Teachers/IAs)	CBK
Quarter 1~ 8/18/25 - 10/17/2025			
Wednesday 8/20/25 1:15 – 3:00 p.m.	**Keenan Training* (At Sites)**	**Keenan Training * (At Sites)**	**Keenan Training* (At Sites)**
Wednesday 8/27/25 1:15 – 3:00 p.m.	**Keenan Training (At Sites)**	**Keenan Training (At Sites)**	**Keenan Training (At Sites)**
Wednesday 09/03/25 1:15 – 3:00 p.m.	**Site Team Meeting- Minga (At Sites)**	**Site Team Meeting- Minga (At Sites)**	**Site Team Meeting- Minga (Via Zoom)**
Wednesday 09/10/25 1:15 – 3:00 p.m.	**Project-Based Learning (Via Zoom)**	**Project-Based Learning (Via Zoom)**	**Small Group Instruction Strategies Led by CBK Principals (Via Zoom)**
Wednesday 9/17/25 1:15 – 3:00 p.m.	**McGraw-Hill Science Curriculum Training (Via Zoom)**	**McGraw-Hill Science Curriculum Training (Via Zoom)**	**McGraw-Hill Science Curriculum Training (Via Zoom)**
Wednesday 9/24/25 1:15 – 3:00 p.m.	**Professional Learning Communities Focus on MTSS for Progress Reporting Failure (Via Zoom)**	**Professional Learning Communities Focus on MTSS for Progress Reporting Failure (Via Zoom)**	**Professional Learning Communities Focus on MTSS for Progress Reporting Failure (Via Zoom)**
Wednesday 10/1/25 1:15 – 3:00 p.m.	**Prevention of Commercial Sexual Exploitation of Children Training – Brian Robertson, Riverside County Sheriff (Via Zoom)**	**Prevention of Commercial Sexual Exploitation of Children Training – Brian Robertson, Riverside County Sheriff (Via Zoom)**	**Prevention of Commercial Sexual Exploitation of Children Training – Brian Robertson, Riverside County Sheriff (Via Zoom)**
Wednesday 10/8/25 1:15 – 3:00 p.m.	**Foster Youth Initiative Training Presented by: Brian Sousa and Valerie McCrae (Via Zoom)**	**Foster Youth Initiative Training Presented by: Brian Sousa and Valerie McCrae (Via Zoom)**	**Foster Youth Initiative Training Presented by: Brian Sousa and Valerie McCrae (Via Zoom)**

Date	Community (Teachers/IAs)	Court (Teachers/IAs)	CBK
Wednesday 10/15/25 1:15-3:00 p.m.	**Panorama Screener Data Review Cohort A Advanced Cohort B Beginner (Via Zoom)**	**Panorama Screener Data Review Cohort A Advanced Cohort B Beginner (Via Zoom)**	**Panorama Screener Data Review Cohort A Advanced Cohort B Beginner (Via Zoom)**
Friday 10/17/2025 8:00 am - 3:00 pm	**Professional Development Non-Student Day - Choices TBD Will be off-site at central locations (new this year)**		
Wednesday 10/22/25 1:15 – 3:00 p.m.	**Teacher Work Day (At Sites) Instructional Assistant Training: Language Tree Online (Via Zoom)**	**Teacher Work Day (At Sites) Instructional Assistant Training: Language Tree Online (Via Zoom)**	**Teacher Work Day (At Sites)**
Quarter 2~ 10/20/25– 12/19/25			
Wednesday 10/29/25 1:15 – 3:00 p.m.	**Professional Learning Communities Q1 Common Assessment Data Review/Goal Setting (At Sites)**	**Professional Learning Communities Q1 Common Assessment Data Review/Goal Setting (At Sites)**	**Professional Learning Communities Q1 Common Assessment Data Review/Goal Setting TBD by CBK Principals (Via Zoom)**
Wednesday 11/5/25 1:15 – 3:00 p.m.	**McGraw-Hill Science Curriculum Training (Via Zoom)**	**McGraw-Hill Science Curriculum Training (Via Zoom)**	**McGraw-Hill Science Curriculum Training (Via Zoom)**
Wednesday 11/12/25 1:15 – 3:00 p.m.	**Professional Learning Communities Review Progress on Goals (At Sites)**	**Professional Learning Communities (At Sites)**	**Professional Learning Communities TBD by CBK Principals (Via Zoom)**

Date	Community (Teachers/IAs)	Court (Teachers/IAs)	CBK
Wednesday 11/19/25 1:15 – 3:00 p.m.	**ELD Training Presented by: Victor Portillo and Dr. Christalle Hart (Via Zoom)**	**ELD Training Presented by: Victor Portillo and Dr. Christalle Hart (Via Zoom)**	**ELD Training Presented by: Victor Portillo and Dr. Christalle Hart (Via Zoom)**
Thanksgiving Week Break 11/24/25 – 11/28/25			
Wednesday 12/3/25 1:15 – 3:00 p.m.	**MTSS (At Sites)**	**MTSS (At Sites)**	**MTSS TBD by CBK Principals (Via Zoom)**
Wednesday 12/10/25 1:15 – 3:00 p.m.	**Professional Learning Communities Review Progress on Goals (At Sites)**	**Professional Learning Communities Review Progress on Goals (At Sites)**	**Professional Learning Communities Review Progress on Goals TBD by CBK Principals (Via Zoom)**
Wednesday 12/17/25 1:15 – 3:00 p.m.	**Teacher Work Time (At Sites) Instructional Assistant Training: Language Tree Online (Via Zoom)**	**Teacher Work Time (At Sites) Instructional Assistant Training: Language Tree Online (Via Zoom)**	**Teacher Work Time (At Sites)**
Winter Break 12/23/24 – 1/3/26			
Quarter 3 ~1/5/26 - 3/6/2026			
Wednesday 1/7/26 1:15 – 3:00 p.m.	**Professional Learning Communities Q2 Common Assessment Data Review/Goal Setting (At Sites)**	**Professional Learning Communities Q2 Common Assessment Data Review/Goal Setting (At Sites)**	**Professional Learning Communities Q2 Common Assessment Data Review/Goal Setting (At Sites)**

Date	Community (Teachers/IAs)	Court (Teachers/IAs)	CBK
Wednesday 1/14/26 1:15 – 3:00 p.m.	**Project-Based Learning (Via Zoom)**	**Project-Based Learning (Via Zoom)**	**Small Group Instruction Strategies Led by CBK Principals (Via Zoom)**
Wednesday 1/21/26 1:15 – 3:00 p.m.	**McGraw-Hill Science Curriculum Training (Via Zoom)**	**McGraw-Hill Science Curriculum Training (Via Zoom)**	**McGraw-Hill Science Curriculum Training (Via Zoom)**
Wednesday 1/28/26 1:15 – 3:00 p.m.	**CAASPP/CAST Training (Via Zoom)**	**CAASPP/CAST Training (Via Zoom)**	**CAASPP/CAST Training (Via Zoom)**
Wednesday 2/4/26 1:15 – 3:00 p.m.	**MTSS (At Sites)**	**MTSS (At Sites)**	**MTSS TBD by CBK Principals (Via Zoom)**
Wednesday 2/11/26 1:15 – 3:00 p.m.	**Special Education CTE (Via Zoom)**	**Special Education CTE (Via Zoom)**	**Special Education CTE (Via Zoom)**
Friday 2/13/26 8:00 am - 3:00 pm	**Professional Development Non-Student Day - Choices TBD Will be off site at central locations (new this year)**		
Wednesday 2/18/25 1:15-3:00	**TBD**	**TBD**	**TBD**
Wednesday 2/25/26 1:15 – 3:00 p.m.	**Teacher Work Time (At Sites)**	**Teacher Work Time (At Sites)**	**Teacher Work Time (At Sites)**

Date	Community (Teachers/IAs)	Court (Teachers/IAs)	CBK
Wednesday 3/4/26 1:15 – 3:00 p.m.	**Panorama Screener Data Review Cohort A Advanced Cohort B Beginner (Via Zoom)**	**Panorama Screener Data Review Cohort A Advanced Cohort B Beginner (Via Zoom)**	**Panorama Screener Data Review Cohort A Advanced Cohort B Beginner (Via Zoom)**
Quarter 4 ~3/9/26 - 6/2/2026			
Wednesday 3/11/26 1:15 – 3:00 p.m.	**Professional Learning Communities Q3 Common Assessment Data Review/Goal Setting (At Sites)**	**Professional Learning Communities Q3 Common Assessment Data Review/Goal Setting (At Sites)**	**Professional Learning Communities Q3 Common Assessment Data Review/Goal Setting TBD by CBK Principals (Via Zoom)**
Wednesday 3/18/26 1:15 – 3:00 p.m.	**ELD Training (Via Zoom)**	**ELD Training (At Sites)**	**ELD Training (Via Zoom)**
Wednesday 3/25/26 1:15 – 3:00 p.m.	**Professional Learning Communities Review Progress on Goals (At Sites)**	**Professional Learning Communities Review Progress on Goals (At Sites)**	**Professional Learning Communities Review Progress on Goals (At Sites)**
Wednesday 4/1/26 1:15 – 3:00 p.m.	**Professional Learning Communities (At Sites)**	**Professional Learning Communities (At Sites)**	**Professional Learning Communities (At Sites)**
Wednesday 4/8/26 1:15 – 3:00 p.m.	**Site Team Planning (At Sites)**	**Site Team Planning (At Sites)**	**Site Team Planning (Via Zoom)**
Spring Break 4/13/26 – 4/17/26			
Wednesday 4/22/26 1:15 – 3:00 p.m.	**MTSS (At Sites)**	**MTSS (At Sites)**	**MTSS TBD by CBK Principals (Via Zoom)**

Date	Community (Teachers/IAs)	Court (Teachers/IAs)	CBK
Wednesday 4/29/26 1:15 – 3:00 p.m.	**Site Team Planning (At Sites)**	**Site Team Planning (At Sites)**	**Site Team Planning TBD by CBK Principals (Via Zoom)**
Wednesday 5/6/26 1:15 – 3:00 p.m.	**May is Mental Health Awareness Month (Via Zoom)**	**May is Mental Health Awareness Month (Via Zoom)**	**May is Mental Health Awareness Month (Via Zoom)**
Wednesday 5/13/26 1:15 – 3:00 p.m.	**Teacher Work Time (At Sites)**	**Teacher Work Time (At Sites)**	**Teacher Work Time (At Sites)**
Wednesday 5/20/26 1:15 – 3:00 p.m.	**Lake Elsinore Graduation**	**Lake Elsinore Graduation**	**Lake Elsinore Graduation**
Wednesday 5/27/25 1:15 – 3:00 p.m.	**Palm Springs Graduation**	**Palm Springs Graduation**	**Palm Springs Graduation**
6/2/26 – Community School Last Day			

* Keenan Training includes all state required trainings as identified in educational code. This is updated annual. Current trainings include the following:

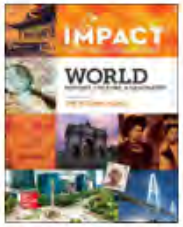
Annual Notifications
- Drug and Alcohol Free Workplace (BP 4020)
- Non-Discrimination in Employment (BP and AR 4030)
- Sexual Harassment in Employment (BP and AR 4119.11)
- Non-Discrimination/Harassment (Students) (BP and AR 5145.3)
- Sexual Harassment (Students) (BP and AR 5145.7)
- Unauthorized Release of Confidential/Privileged Information (BP 4119.23)
- How to Report Child/Elder Abuse (BP and AR 5141.4)
- Uniform Complaint Procedures (BP and AR 1312.3)
- Employee Incompatible Activities (BP and AR 4136)
- Integrated Pest Management (AR 3514.2)
- Universal Precautions (BP and AR 4119.43)
- Environmental Safety (BP 3514)
- Employee Technology Use (BP and AR 4040)
- Professional Standards (BP 4119.21)
- Survivors' Rights to Time Off (AR 461)
- Professional Adult/Student Boundaries (AR 4019)

Required Training Assignments
- Bloodborne Pathogen Exposure Prevention
- FERPA
- Fire Extinguisher Safety
- Heat Illness Prevention
- Integrated Pest Management
- Making Schools Safe & Inclusive for LGBTQ+ Students (Grades 7–12)
- Mandated Reporter: Child Abuse and Neglect
- Medication Administration: Epinephrine Auto-Injectors
- RCOE Heat Illness Prevention Plan
- Sexual Harassment Prevention for Non-Managers (SB 1343) – Every 2 Years
- Understanding Boundaries (AB 1913)
- RCOE Workplace Violence Prevention Plan
- Safe Pupil Transportation: California SB 88 Driver Training (for all approved drivers)
- Youth Suicide: Awareness, Prevention, and Postvention (Jason Flatt Full Course – 1 Hour)

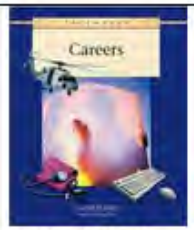
APPENDIX N

Division of Student Programs and Services
Alternative Education

Official Adopted Textbooks

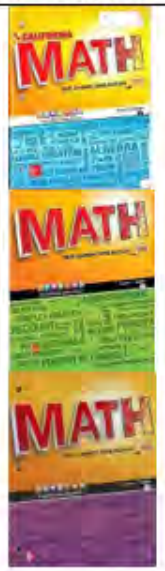
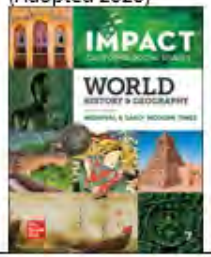
Grade	ELA	Mathematics	Science	Social Science	Other	Intervention and Designated ELD
9	English 9 S1 English 9 S2 	Integrated Math I S1 Integrated Math I S2 	California Inspire Biology (Adopted 2025)  Online version: 	Elective (Adopted 2020) 	Physical Education Art/Foreign Language Health (teal)  Human Sexuality Consumable (purple) 	Designated ELD English 3D Course I (purple) Teaching Guide  Student Workbook 
10	English 10 S1 English 10 S2 	Integrated Math II S1 Integrated Math II S2 	California Inspire Biology (Adopted 2025)  Online version:	World History S1 World History S2 (Adopted 2020)  Online version:		Informational Reading Textbook 

		Consumer Math/Business 	 California Inspire Physics (Adopted 2025)  Online version: 			
11	English 11 S1 English 11 S2	Integrated Math III S1 Integrated Math III S2	California Inspire Biology (Adopted 2025)	US History S1 US History S2 (Adopted 2020)	Vocational Education	English 3D Course II (green) Teaching Guide

		 Consumer Math Business Math	 Online version:  California Inspire Physics (Adopted 2025)  Online version:  California Inspire Chemistry (Adopted 2025)	 Online version: 	 James Stanfield  (Transition curriculum)	 Student Workbook  Informational Reading Textbook 

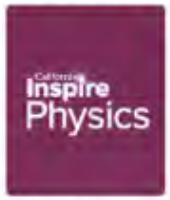
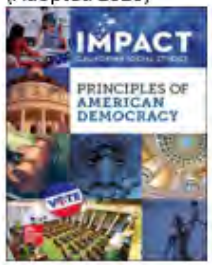
2020-2021 Instructional Resources
Official Adopted Textbooks
Revised as of 1/20/2026

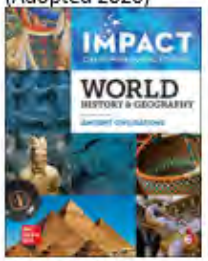
			 Online version: 			

Grade	ELA	Mathematics	Science	Social Science	Other	Electives
Middle School	6th Grade ELA  7th Grade ELA  8th Grade ELA  	 	California Inspire Science, Grade 6 (Adopted 2025)  Online version: California Inspire Science California Inspire Science, Grade 7 (Adopted 2025)	Grade 8, U.S. History (Adopted 2020)  Online version:  Grade 7, World History & Geography (Adopted 2020)  		

2020-2021 Instructional Resources
Official Adopted Textbooks
Revised as of 1/20/2026

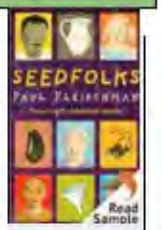
			 Online version: 	Online version: 		

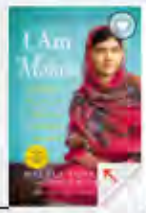
12	•English 12 S1 •English 12 S2 		California Inspire Biology (Adopted 2025)  Online version:  California Inspire Physics (Adopted 2025)  Online version:  California Inspire Chemistry (Adopted 2025)	American Government (Adopted 2020)  Online version:  Economics (Adopted 2020) 	 Merriam-Webster's Spanish-English Visual  Dictionary	

			 Online version: California Inspire Science California Inspire Science, Grade 8 (Adopted 2025)  Online version:	Online version:  Grade 6, World History & Geography (Adopted 2020)  Online version: 		

			California Inspire Science			
	5th Grade ELA  4th Grade ELA 	5th Grade Math  4th Grade Math 	5th Grade Science  4th Grade Science 	5th Grade  4th Grade 		

NOVELS

Quarter 1 - Freedom & Responsibilities				Quarter 2 - Individual, Community, and Culture				
								
House on Mango Street	*Dairy of a Freedom Writer*	*Hatchet*	*Macho!*	*East Side Dreams*	*Divergent*	*The Outsiders*	*The Giver*	*Seed Folks*

Quarter 3 - Fear and Power				Quarter 4 - Injustice and Change			
							
Night	*The Hunger Games*	*Farewell to Manzanar*	*Unbroken*	*A Long Way Gone*	*I Am Malala*	*Claudette Colvin*	*Freak the Mighty*

APPENDIX O

Riverside County Office of Education

CBK School Instructional Day School Year Calendar 2025-2026

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	School Day Count
JULY	CBK	NS	NS	NS	NS			NS	NS	NS	NS	NS			NS	NS	NS	NS	NS			NS	NS	NS	NS	NS			NS	NS	NS	NS	0
AUGUST	CBK	NS			NS	NS	NS	NS	NS			NS	NS	NS	NS	NS					MD							MD				10
																			Q1														
SEPTEMBER	CBK	H		MD							MD							MD							MD								21
OCTOBER	CBK	MD							MD							MD		PD/NS					MD							MD			22
																					Q2												
NOVEMBER	CBK					MD						H	MD							MD					NS	NS	NS	H	H				14
DECEMBER	CBK			MD							MD							MD					WB	WB	WB	WB	WB			WB	WB	WB	15
																							Q3										
JANUARY	CBK	H	WB					MD							MD					H		MD							MD				19
FEBRUARY	CBK				MD							MD		PD/NS			H		MD							MD							18
MARCH	CBK				MD							MD							MD							MD							22
										Q4																							
APRIL	CBK	MD							MD					SB	SB	SB	SB	SB					MD							MD			17
MAY	CBK						MD							MD							MD					H							20
JUNE	CBK			NS	NS	NS			NS	NS	NS	NS	NS				NS	NS	NS	NS	H			NS	NS	NS	NS	NS			NS	NS	2

H = Holiday	MD = Minimum Day	NS = Non Student Day	WB = Winter Break	SB = Spring Break-Community School	PD/NS - Professional Development Day Staff 9/17 & 2/13		180
Q1 = Quarter 1	Q2 = Quarter 2	Q3 = Quarter 3	Q4 = Quarter 4	School First Day of Instruction: 8/18/2025	Community School Last Day of Instruction: 6/02/2026		#REF!

Holidays	Independence Day	Labor Day	Veterans Day	Thanksgiving	Day After Thanksgiving	Lincoln Day Observed	Day Before&Christmas Day	Christmas Day	Day Before New Year	New Year's Day	MLK Day	Washington Day	Memorial Day	Juneteenth
	7/4/2025	9/1/2025	11/11/2025	11/27/2025	11/28/2025	12/30/2025	12/24/25& 12/25/25	12/26/2025	12/31/2025	1/1/2026	1/19/2026	2/16/2026	5/25/2026	6/19/2026

Re

Year	Census ELs	Reclassified Students	Reclassification Rate
2023			21.1%
2024			19.7%
			7.77%

Year			CBne DASS Graduation Rate
			84.3%
		41.7%	96%
	93.2%		95.1%

	Mtrics	**Goal**	**2023-2024**	**2024-2025**
Achievement growth				
Career and readiness				97.5 (fall 2025) 523 = %
High school	Course	75% of the students will pass all	73.7% of the	