

# **Student/Parent Handbook 2023-24**



**LEARNING  
WORKS**



**LEARNING  
WORKS**

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**A public charter school within the Pasadena Unified School District**

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**Appendix: Complete Policies Available Online at  
www.publicworksinc.org/handbook**

- Suspension & Expulsion
- Suicide Prevention Policy
- Title IX, Harassment, Discrimination, Intimidation and Bullying Policy
- Immigration Enforcement Policy
- Much More

# Our School—General Information

## Our Mission

The mission of Learning Works Charter School (“LWCS” or “Charter School”) is to provide a personalized, rigorous academic program and relevant life skills to traditionally underserved, at-risk students in grades 6-12 who have withdrawn or are in danger of withdrawing from mainstream education without attaining a high school diploma.

We are a voluntary, alternative education program that is committed to a “fresh start.” We have a dedicated, stand-alone facility separate from other public schools that is centrally located within the local community. The LWCS’ safe and professional learning center is distinctly different in appearance and feel from traditional schools.

Learning Works Charter School main campus is in Pasadena at 90 N. Daisy Avenue. In addition to our regular schooling, we have two programs located on the main campus: Pregnant and Parent Teen Program (“PPT”) and our junior high (6th-9th) grade. We have one resource center located at 1916 E. First Street in Los Angeles in partnership with Homeboy Industries.

*Our aim is to act as a bridge to reintegrate youth back into public education, moving them towards high school graduation and beyond.*

We serve critically underserved high school students through our successful independent study charter school. However, we are not structured as a traditional independent study program because of our many required class-based and community-based activities. During the past fourteen years in our partnership with Pasadena Unified School District (“PUSD”), we have had a successful track record of improving pupil learning with the targeted student population using this individualized, personalized approach. Our goal is to bring those experiences and successes to the disengaged student population throughout the PUSD service area and east Los Angeles at our Homeboy Industries site. In essence, our aim is to act as a bridge to reintegrate these students back into public education, moving them towards high school graduation and beyond.

## Our Goals

- Enroll and retain students who have not completed high school.
- Provide support services to students (“wraparound services”) to overcome many of the life challenges that are barriers to attending school and completing high school.
- Graduate students with a high school diploma.
- Assist students in attaining their first job and a plan for a career.
- After high school, enroll students in further education or training.
- Coordinate community and school district resources for these students and their families.

We believe that all students can excel academically despite the circumstances that may have caused them to leave school or fall significantly behind. We provide an academically rigorous curriculum that allows for meaningful, real-life connections to students’ experiences. Through strong teacher-student relationships that allow for personalized learning and mentoring, we offer target students a viable opportunity to return and succeed on the path education.

<b>Alternative Education</b>		
<b>Rigor</b>	<b>Relationships*</b>	<b>Relevance</b>
Standards-based Instruction State-Adopted Textbooks A-G Curriculum Path Required Tutoring Science Labs	Individual Learning Plans Teacher/Counselors Advocacy Home Visits Chasers® Tutors	Field trips Guest Speakers Community Service Work Experience/Career Exploration Visual & Performing Arts Senior Project

*\*One of these relationships will emerge as their mentor/advocate.*

**Standard-based Instruction:** The LWCS curriculum and instructional program focuses on providing students with core academic skills based upon the California state content standards. Unfortunately, students identified as being at-risk of educational failure often receive a “watered down” curriculum that emphasizes the acquisition of only the most basic academic skills. Conversely, at LWCS, we believe that all students, especially those at risk, need to be engaged in interesting and challenging learning that goes beyond basic proficiencies and focuses on mastery of state content standards appropriate at each grade level.

*LWCS has a strong emphasis on career-technical education. All seniors will be required to complete a senior project related to their job, community experience or internship. We work with all students to place them in their senior experience and work with each student on career or postsecondary placement after graduation*

Students will be offered the graduation requirements for the high school diploma and the opportunity to complete coursework aligned to the A-G requirements for attending a California State University (“CSU”) or University of California (“UC”). The A-G curriculum requires completion of coursework with a C or better, including Algebra II and two years of a foreign language. At minimum, curriculum offerings and requirements include courses in the following subjects:

- 4 years of English/language arts,
- 3 years of history/social studies
- 2.5 years of science (including passing biology)
- 2 years of math (including passing algebra)
- 2 years of physical education,
- 1 year of visual & performing arts, foreign language or career technical education
- 0.5 year of health
- Required electives: expository writing/computer technology, financial literacy, career exploration. Additional 15 elective credits required as well.

Two years of foreign language are required to complete the A-G requirements. All students are required to complete a Senior Project or a Digital Story to graduate.

LWCS students can receive credit through job training/work experience programs or community service, which will focus on acquisition of job skills. Each student’s work experience is coordinated with the student’s academic activities. We will build our partnerships with employers, unions, postsecondary institutions, community agencies and Career Technical Education (“CTE”) to ensure relevance and a future for students. We want all students employed in part-time work by the time they graduate.

**Personalized Learning.** At-risk youth, or students that face institutional barriers to success and that are in danger from exiting school early, often require intensive, individualized attention and support in order to succeed academically. LWCS offers personalized learning for our students through multiple vehicles:

- Teacher assigned to assist students in coursework
- Student Learning Plan (“SLPs”) developed and monitored by counselor
- Chaser that provides accountability and mentoring to ensure students meet contract due dates
- Tutor to assist student with difficult work
- Small group instruction (“SGI”) for tutoring and other subjects

*Our Chasers do just that — “chase” young people down who have dropped out of school, put them back in school, and help keep them there. At-risk youth want positive, caring adults in their life who coach and mentor them to success.*

**Format and Schedule.** Although students can enter at any point to begin coursework, LWCS is organized around trimesters in order to structure the curriculum and credit accumulation. Students will be enrolled in either three or four classes per trimester for a total of 45 units or 60 units per year depending on their credit deficiency. LWCS graduation requirements exceed the state’s minimum graduation requirements of 130 credits.

*The scheduling flexibility inherent within our independent study model enables teen mothers and students who need to work long hours in order to supplement their family’s income, take care of personal responsibilities and maintain their education. Many at-risk students lack the resources and adult support to address their basic needs.*

Under our model, LWCS allows students the flexibility to schedule weekly meetings that work within their own schedule and to work intensely on 2-3 class subjects at a time. All LWCS students are required to attend regularly scheduled appointments with teachers for a minimum of one hour each, twice weekly tutoring sessions and actual classes/laboratories and field trips focused on

classes they are enrolled in. Students who have been assessed as needing additional academic support will attend small group instruction. This high level of teacher contact, communication and oversight provides the needed personal support, role-modeling and mentoring that our target students need to succeed. The curriculum modules are divided into textbook work, projects and experiences (example: field trips and labs). Students are expected to complete all three (3) portions. Curriculum is approximately ten (10) “class-based” hours and ten (10) hours of independent study/homework per week.

**Partners.** Our partners include: Pasadena Unified School District, Pasadena City College, Planned Parenthood, Families Forward Learning Center, Armory Center for the Arts, Pasadena Public Health Department, Los Angeles County of Education (“LACOE”), Homeboy Industries, All Saints Church, League of Women Voters, and First United Methodist Church Pasadena.

## **Nondiscrimination Statement**

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

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

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

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

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

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

Sherry Oliver  
Director of Administrative Support & Facilities  
90 N. Daisy Avenue, Pasadena CA 91107  
(626) 564-2871; sherry@publicworksinc.org

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

## **Student Services and Activities**

LWCS will offer extracurricular activities for all our students. Student Council, field trips, LWCS student celebrations, and graduation are some of the many activities that are offered. We look forward to working with students to design our activities, services, and set the overall climate and culture for the school. Youth voice and involvement is very important to our school—please speak up and be involved. If you have any questions about services and activities, please visit or speak with our chasers.

## **Learning Works Charter School Principles**

Our Principles are the cornerstone of our program. We require commitment to these principles by all staff and students.

***FRESH START:*** We believe all persons deserve fresh starts, free of judgment and labels.

***FORGIVENESS AND UNCONDITIONAL LOVE:*** We believe all persons make mistakes and it is our goal to always practice forgiveness and unconditional love. We start every single day fresh with new chances.

***SAFE HAVEN:*** We believe our school is a safe zone regardless of age, race, gender, and any other affiliations and labels persons have in the community. We are all equal, respectful and tolerant at school.

***REALITY AND POTENTIAL:*** We focus on what is, not what ought to be and always guide persons to their fullest potential. We bridge the gap between now and the future. Everybody has potential—reaching it is about good habits and commitment.

***DESIRE TO GIVE BACK AND BE HEARD:*** We believe all persons want to be heard and understood, and give back to their family and community. We provide and encourage these opportunities.

***HONESTY:*** We believe honesty is the best policy. We strive to live transparent lives.

***JOY & FUN:*** We believe in hard work and fun. Finding joy and passion is the key to happiness. Laughter helps us survive the suffering.

***IRRATIONAL COMMITMENT TO STUDENTS:*** We are irrationally committed to each other's well-being. We need a community of support to succeed. We will not give up on people.



## School Calendar 2023-2024 for Students

Trimester 1: August 11 – December 19  
Trimester 2: January 10 – March 26  
Trimester 3: April 8 – June 3

School Hours  
Mondays 11:30-4:30  
Tuesdays-Fridays 8:30 - 4:30

### *July*

- 17-24 Orientation Prep
- 25-31 Orientation for Students

### *August*

- 1-8 Orientation for Students
- 9 Teachers Return
- 14 Learning Period #1 Begins

### *September*

- 1 Learning Period #1 Ends (15 days)—5 modules due!
- 4 Labor Day (Holiday)
- 5 Learning Period #2 Begins
- 29 Learning Period #2 Ends (19 days)—5 modules due!

### *October*

- 2 Learning Period #3 Begins
- 27 Learning Period #3 Ends (20 days)—5 modules due!
- 30 Learning Period #4 Begins

### *November*

- 10 Veterans Day (Holiday)
- 17 Learning Period #4 Ends (19 days)—5 modules due!
- 20-24 Thanksgiving Recess
- 27 Learning Period #5 Begins

### *December*

- 19 Learning Period #5 Ends (11 days)—Trimester 1 Ends
- 20-21 Pupil Free Days
- 21 Report Cards (T1) Due
- 22-31 Winter Break

### *January*

- 1-5 Winter Break
- 8 Learning Period #6 Begins—Trimester 2 Begins
- 15 Dr. Martin Luther King Jr. Day (Holiday)

*February*

- 2 Learning Period #6 Ends (19 days)—5 modules due!
- 5 Learning Period #7 Begins
- 19 President's Day

*March*

- 1 Learning Period #7 Ends (19 days)— 5 modules due!
- 4 Learning Period #8 Begins
- 26 Learning Period #8 Ends (17 days)—5 modules due! – Trimester 2 Ends
- 27-28 Pupil Free Days
- 28 Report Cards (T2) Due
- 29 Cesar Chavez Day (Holiday)

*April*

- 1-5 Spring Recess
- 8 Learning Period #9 Begins - Trimester 3 Begins
- 13 Senior Grad Checks Due

*May*

- 3 Learning Period #9 Ends (20 days)—5 modules due!
- 6 Learning Period #10 Begins
- 27 Memorial Day (Holiday)
- 31 MS Promotion Ceremony

*June*

- 3 Learning Period #10 Ends (20 days) - 5 modules due! Trimester 3 Ends  
Last Day of Student Attendance (Instructional Day #180)
- 4 HS Graduation Ceremony
- 6 Last Day for Teachers
- 19 Juneteenth

## Learning Works Charter School Governance

<b>Public Works Board</b>	
Kathy Lesley Nicole Jacquemin Eddie Newman Fabian Debora	Dominick Correy Michelle Bravo Dave Banis Lauren O'Neil
<b>Leadership Team</b>	
Dr. Mikala Rahn, Director of School/Founder Patty O'Driscoll, Vice President of Research Sylvia Ginyard Tolbert, Director of Accountability Jennifer Bailey, Director of Student Support Services Sherry Oliver, Director of Administrative Support Tomoko Patrick, Director of Finance	

### Ongoing Enrollment

Currently enrolled students will not participate in the random drawing, as they are automatically reserved a space for the following year. Students will be asked to come in to verify their current contact information for the new school year. A verification of credits and Individual Learning Plan will be completed for each student upon re-enrollment. Master Agreement, Acknowledgement of Responsibility and a new school lunch form will need to be signed at this meeting.

### Assurances

LWCS 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 actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

LWCS will comply with state and federal laws applicable to charter schools, and its board-adopted policies during its operations.

### Procedures for Visitors to Charter School Premises

Any person who is not a student of the Charter School or a Charter School employee shall register his or her presence and the reason for visiting the Charter School to the Director of School or designee immediately upon entering the Charter School premises.

The Director of School or designee shall provide identification to be used by all visitors at all times while on Charter School premises. The visitor shall make this identification visible at all times.

All visitors registering with the Director of School or designee, including immigration-enforcement officers (unless exigent circumstances necessitate immediate action and if the immigration officer does not possess a judicial warrant or court order that provides a basis for the visit) will provide the Director of School or designee with his or her name, address, occupation, age, if less than twenty-one years-old, his or her purpose for entering the Charter school premises, and present proof of identity and any other information as required by law.

No person who furnishes the information set forth in this policy and who provides proof of identity shall be denied registration except if the Director of School or designee has reasonable basis for concluding that the visitor's presence will or is likely to disrupt the Charter School, its students, its teachers, or its other employees or volunteers or result in damage to property or will result in the distribution or use of unlawful or controlled substances.

The Director of School or designee may revoke a visitor's registration if the Director of School or designee has reasonable basis for concluding that the visitor's presence on Charter School premises would likely interfere or is interfering with the peaceful conduct of Charter School activities, is interrupting classroom activities or is disrupting the Charter School, its students, its teachers, or its other employees or volunteers.

Charter School employees and volunteers should at all times watch for strangers on the Charter school premises. Employees or volunteers who encounter a visitor not displaying the appropriate identification should ask the visitor whether he or she has registered with the Director of School or designee. Employees and volunteers should immediately inform the Director of School or designee of any visitor who refuses to comply with registration requirements.

Any possession of unauthorized dangerous instruments, weapons, or devices on school grounds shall be reported immediately to the Director of School or designee and may be reported to the local law enforcement agency.

Any person who fails to register within a reasonable time after entering the Charter School premises, who fails to leave upon the request of the Director of School or designee, or who returns after leaving pursuant to such a request has committed an unlawful act and may be prosecuted according to law.

School personnel shall report entry by immigration-enforcement officers to any on-site police or other appropriate administrator as would be required for any unexpected or unscheduled outside visitor coming on campus.

### **Public School Attendance Alternatives**

No student will be required to attend LWCS. Students who do not attend the Charter School may attend their local school or district.

Parents or guardians of each student enrolled in the Charter School will be informed that the student has no right to admission in a particular school of any local education agency as a consequence of enrollment in LWCS, except to the extent that such a right is extended by PUSD.

## **Involuntary Removal Process**

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

The written notice shall be in the native language of the student or the student’s parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student’s basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School’s expulsion procedures. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School’s suspension and expulsion policy.

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

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

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

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

## **Parent and Family Engagement Policy**

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

# Instructional Program

## Academic Expectations

LWCS is dedicated to providing its students with a rigorous academic program. We believe that this will best help them prepare for high school graduation and post-secondary, vocational and career opportunities in the future.

Thus, LWCS holds all students accountable to achieving beyond our minimum academic standards. These standards, combined with the flexibility provided within our independent study-based charter school, offer students an excellent, voluntary alternative to traditional education. Students are required to meet and exceed the minimum standards in order to remain enrolled within LWCS.

LWCS independent study is conducted in learning periods, or number of days in an attendance period, not to exceed twenty (20) days. Months and learning periods vary slightly in the number of days included.

When each student and parent(s/guardian(s)) signs the Independent Study Master Agreement and Acknowledgement, the student will understand and agree to meet the following standards.

- I will complete all course work outlined in the master agreement, and as assigned to me in the periodic Student Assignment and Work Record.
- I understand that I will be assigned four classes and must complete a minimum of three classes each trimester.
- I understand and agree to follow the LWCS School rules and standards of behavior as described in the Parent/Student Handbook.

### ***On-Track***

- In order to keep pace with a 4-year high school graduation pace, a student will earn the minimum study requirement of 15 or more academic credits per trimester and 45 academic credits per school year.
- Students are encouraged to complete two modules/credits per week. At a minimum students are required to complete five (5) modules per month to stay on-track. Students who are credit deficient could complete 10 or more modules/credits per Learning Period.

### ***Attendance Requirements in Independent Study (minimum work completion)***

- Students are required to complete three (3) modules/credits per learning period. Failure to do so may trigger an evaluation by Charter School to determine if independent study remains in the best interest of the study. .
- Students must meet with teacher at a minimum once per week.
- Student assignments and records will be reviewed and graded at the end of each learning period (learning period closeout).
- No more than five (5) school days may elapse between when an assignment is made by the teacher and the date it is due, unless an exception is made in accordance with Charter School policy. The assignment would be graded or re-assigned in the next learning period.
- Students are expected to successfully complete 100% of minimum enrollment requirements each learning period.

- If student achieves 50% or less of minimum attendance requirement in one learning period, a warning letter will be sent (Non-producer warning process).
- If student achieves 50% or less of minimum attendance requirement in two learning periods, a second warning letter will be sent by administration and a home visit will occur (Non-producer warning process).
- If student achieves less than of minimum attendance/work completion requirement in three learning periods, the student may be involuntarily removed for violation of the independent study policy and master agreement, in accordance the Charter School's involuntary removal process.

LWCS's evaluation of students failing to meet minimum requirements shall be conducted pursuant to its independent study policy and the student's signed Master Agreement. When a student does not submit the minimum number of modules for any given learning period, one of three letters will be mailed to the student and parent/guardian or adult student.

***Phase One: Academic Probation.*** The student has 20 school days to submit three (3) assignments/modules to be removed from probation.

***Phase Two: Intent to Drop.*** If the student continues on Academic Probation for two consecutive learning periods, receive an Involuntary Removal Notice and may be involuntarily removed from LWCS in accordance with applicable policy and procedure.

***Phase Three: Dropped from Enrollment.*** Nonproduction for three consecutive learning periods at LWCS may result in involuntary removal from LWCS in accordance with applicable policy and procedure.

## **State Mandated Testing**

The following tests are required by the State of California. Each specific grade listed has an opportunity to demonstrate their learning in the California Assessment of Student Performance and Progress (CAASPP) program. It is important to note that this is only one way to measure the growth of a student but we are required to participate in this program as a charter school. These tests include the Physical Fitness Test (PFT) in grades 7 and 9; the California Science Test (CAST) by the end of grade 12; and English Language Arts and Mathematics in grades 6, 7, 8 and 11.

Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student

## **Animal Dissections**

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the

student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

### **Availability of Prospectus**

Upon request, the Charter School will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

### **California Healthy Kids Survey**

The Charter School will administer the California Healthy Kids Survey (“CHKS”) to students at grades seven, nine, and eleven whose parent or guardian provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

### **Surveys About Personal Beliefs**

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

### **Teacher Qualification Information**

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student’s teacher:
  - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Director of Administrative Support at (626) 564-2871/sherry@learningworkscharter.com to obtain this information.



## **Distribution of Textbooks and Course Materials**

Students enrolled at LWCS will receive two (2) courses of textbooks at a time. A student must have his or her ID card present in order to check out a book. Once a student has completed a course, he or she must first return the unneeded text prior to receiving a new one.

## **Lost or Damaged School Property**

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

## **Sexual Health Education**

The Charter School offers comprehensive sexual health education to its students in grades 6-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse

their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student’s parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

## High School Requirements

### *Course Requirements—Trimester Schedule*

High School Required Courses:

- 4 years of English/language arts,
- 3 years of history/social studies
- 2.5 years of science (including passing biology)
- 2 years of math (including passing algebra)
- 2 years of physical education,
- 1 year of visual & performing arts, foreign language or career technical education
- 0.5 year of health
- Required electives: expository writing/computer technology, financial literacy, career exploration. Additional 15 elective credits required as well.

Two years of foreign language are required to complete the A-G requirements, but not required for the diploma.

<b>Academic Calendar 2023-2024</b>		
<b>Trimester 1</b>	<b>Trimester 2</b>	<b>Trimester 3</b>
August 14 – December 19	January 8 – March 26	April 8 – June 3
4 classes: 20 units	4 classes: 20 units	4 classes: 20 units
5 classes: 25 units	5 classes: 25 units	5 classes: 25 units

### *Graduation Requirements*

During grades 9 – 12, a student must earn 180 credits and pass all required subjects.

- Students may be exempted from physical education on the basis of a medical reason or enrollment in the Regional Occupation Program. For those students, the number of units required in physical education may be reduced.

### ***Academic Credits***

Students earn academic credits by completing the assigned class work from a credentialed teacher and demonstrating mastery of skills and learning. Within LWCS, students have the flexibility to work at their own pace and they may use more or less time than the average 60 classroom hours needed to complete a class of five (5) academic credits. Class completion OR earning five (5) academic credits means that the student has demonstrated that he/she has accomplished the course objectives for the class, as certified by the credentialed teacher. Satisfactory completion of classes is also demonstrated by earning a passing grade, from A to D, per LWCS guidelines.

### ***Grading Policy***

The grade a student earns represents the credentialed teacher's considered judgment of the degree to which the student has achieved the goals and objectives of the class. It represents the teacher's professional judgment of the quality of the student's work and the student's degree of mastery.

A	90% –100%	Complete and accurate work with complete and accurate project(s)
B	80% –89%	Complete work, mostly accurate with complete, mostly accurate project(s)
C	70% –79%	Partially accurate work with partially complete and accurate project(s)
D	60% –69%	Incomplete and inaccurate work
F	59% or below	Incorrect, incomplete or unacceptable work with no project

\* *Students who receive a D or below on an assignment, must review the assignment with the teacher and must attend tutoring*

### ***Grade Level Standing***

Grade level standing is based on the total number of credits a student has earned in high school, within grades 9-12. The following grade level standings have been established at LWCS:

9th Grade	Freshmen	0 – 44 Credits
10th Grade	Sophomore	45 – 89 Credits
11th Grade	Juniors	90 – 134 Credits
12th Grade	Seniors	135 – 180 Credits

### ***Math Placement***

LWCS recognizes the importance of each student's achievement in all subject areas, including mathematics as critical for college and career readiness. This policy is in place to adopt a fair, objective, and transparent mathematics placement policy and protocol for pupils entering Grade 9, and for all learners in all subgroups taking multiple objective academic measures of pupil performance into consideration.

Therefore, in accordance with the California Mathematics Placement Act of 2015, the Charter School's Governing Board directs staff to create, implement, and monitor a mathematics placement protocol for pupils entering grade nine that includes the following objective elements when considering student placement:

- Multiple objective academic measures of pupil performance;
- Interim and summative assessments that are aligned to state-adopted content standards in mathematics;
- At least one placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress
- Annual examination of pupil placement data;
- Clear and timely recourse for questions regarding pupil placement;
- Regular evaluation of students' progress.

The Director of School or designee shall implement a procedure, including clear and timely recourse, whereby each pupil and his or her parent or legal guardian may question their placement in a mathematics class.

School staff shall annually review aggregate school-wide data on math placement and compare placements school-wide with placements of students in various racial/ethnic, gender, and socioeconomic (e.g., free/reduced meal-eligible) subgroups to ensure that pupils who are qualified to progress in mathematics courses are not held back in a disproportionate manner. The staff shall report on the aggregate results of this review to the Board.

***Limitation on Use of Subjective Placement Measures***

Subjective measures, such as placement recommendations, may not be considered in determining 9th grade mathematics placement. However, recognizing that facilitators and counselors are often aware of students' talents and abilities that are not reflected in objective data, an exception to this prohibition may be made to advance a student to a higher mathematics class than objective data indicates.

## **Time Management for High School Students**

### ***Be In Control of Your Study Time!***

High school students are some of the busiest people in the world. To get the most from all you do, you must be in control of your time. Your success in high school depends on your use of time.

While you probably have no control over when your classes are scheduled, you do have control of the rest of your time. Here are some important things to remember.

- Begin each semester by filling in a master schedule. First, fill in things you must do (classes, work, practice, etc.) that you can't change. Then, analyze the blanks you have left to find the most effective use for these times.
- Establish a regular time and place for study. This will save you time in the long run because you will have “programmed” your mind to know that “this is the time and place that I study.”
- Make use of a study hall or study period during your school day.
- Use daylight hours to study whenever possible. For every hour of study done in daylight hours, it will take most people one and a half hours to do the same task at night.
- Keep a date book or log in which you write down all your class assignments.
- Take breaks. Avoid the “marathon study” session. Several short 50-minute sessions are better than one long session.
- Use flash cards or summary sheets during odd times to study. For example, odd times might be while you're waiting for class to start or for a friend to pick you up.
- If possible, schedule study time with a partner. But be careful and choose your partner wisely! Make sure you study, not socialize. Schedule your study time as you would your class schedule so that it becomes a part of your academic routine.
- Schedule the most difficult tasks for times when you are alert. For example, algebra may be hard enough when you're fresh but when you're tired, it will be almost impossible!

***Make a daily checklist. Set priorities. Do the most important tasks first.***

### **Cal Grant Program Notice**

The Charter School is required by state law to submit the Grade Point Average (“GPA”) of all high school seniors by Oct. 1 of each year, unless the student (if the student is 18 years of age or older) or parent/guardian (for those under 18 years of age) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before February 1.

## **Information Regarding Financial Aid**

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12<sup>th</sup> grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
  - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act is available at:

<https://www.csac.ca.gov/post/resources-california-dream-act-application>

# **Student Behavior Expectations and Conduct Policies**

## **Code of Conduct**

### **No cell phone usage inside the building**

Use it outside! No FaceTime or video conferencing, voice calls, or texting while talking to staff or in a classroom setting.

- \* If phone is used, a warning will be given and the phone will be stored securely until the student is finished with his/her appointments, labs or small group instruction.

### **No profanity or abusive language**

- \* Students must use respectful language with peers and faculty.
- \* Students who cannot follow this rule may be disciplined in accordance with school policies and procedures.

### **Limits on music players**

- \* Headphones are required. No amplified music inside. Audio devices may only be used with headphones during quiet times at the tables while doing work or waiting. However, no audio devices are to be used in teacher appointments, tutoring sessions, labs, guest speaker time, or small group instruction. It's just rude. If a rule is broken, a warning will be given and the music player will be taken away until the student is finished. We ask that you exercise good judgment and limit the volume of your music players so you do not disturb other students.

### **No eating during appointments, classes or labs**

- \* Students may eat their food in the waiting section in the warehouse or outside. Absolutely no food or drink around the computers!

### **No usage of staff computers or laptops**

- \* Students are not allowed to sit at teacher or chaser's computers – public computers are available throughout the campus.

### **No guests**

- \* Students that are not enrolled at LWCS may not be on campus. Prospective students can complete an application form or complete registration materials at the intake office.

### **No smoking**

- \* Students are not allowed to smoke on or in front of either LWCS campus.

*We want peace and harmony in our house!*

LWCS has established school rules and standards of behavior in order to promote learning, minimize distractions, and protect the safety and wellbeing of all students. These rules and behaviors are to be followed by all students in order to assure others the freedom to pursue his/her education, within a safe, clean, and effective learning environment.

## **Expectations of Student Behaviors**

Students are expected to act in accordance with the following behavior expectations:

- Follow all written and verbal agreements regarding student behavior.
- Be courteous and respectful to others.
- Respect the property of others.
- Be prepared to learn at all times.
- Obey and cooperate with staff members.

If or when expectations, rules and standards are violated, LWCS staff will insist upon immediate student cooperation to resolve the problem.

## **Student Dress, Grooming and Appearance**

- 1) No gang-related jewelry, insignia, colors, paraphernalia, materials, apparel, clothing or attire may be worn or carried on campus or at a school activity.
- 2) No gang-related hats or other gang-related head attire may be worn on campus or at school activities.
- 3) No clothing, jewelry, paraphernalia, material, or manner of grooming, which is obscene, sexually explicit, or which depicts or suggests sexually-related or obscene gestures, pictures, or working, or which promotes violence, the use/abuse of drugs, tobacco, or alcohol, may be worn or carried on campus or at school activities.
- 4) Clothes shall conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and dresses, skirts or shorts shorter than mid-thigh are prohibited.
- 5) No student may wear articles of clothing, jewelry, paraphernalia or accessories that pose a threat to the physical and/or emotional well-being and safety of the student or others on campus or at school activities.
- 6) No clothing or articles of clothing (including, but not limited to gloves, bandanas, colored shoestrings wristbands, jewelry) which are likely to provoke others to acts of violence or which are likely to cause others to be intimidated by fear of violence may be worn on campus or at school activities.
- 7) The Director of School or designee shall enforce the student dress and appearance regulations and implementation procedures.
- 8) Gang-related clothing, apparel, attire, jewelry, insignias, colors, paraphernalia and materials may vary from school to school, and may change from year-to-year. Consequently, prior to disallowing articles or symbols, the procedures outline hereafter shall be strictly adhered to by the Director of School or designee.

LWCS students are expected to dress in accordance with the “business-like” learning environment established within the school. The standards for student dress, grooming and appearance are not meant to take away individual styles, but to remove potential distractions and ideals that LWCS has no intention of promoting. It is the responsibility of all the teachers and staff of LWCS to monitor student dress, grooming, and appearance.



## **Academic Honesty**

LWCS students are expected to maintain a high standard of academic performance, responsibility and integrity. As such, acts of academic dishonesty are considered a serious matter and will not be tolerated.

Academic dishonesty in all its forms, in course work, on examinations or in other academic activities, includes but is not limited to the following:

- Copying from others or knowingly allowing others to copy your work.
- Using unauthorized materials and/or technologies.
- Plagiarizing work, defined as the intentional or accidental appropriation of another person's writings or ideas and the unacknowledged incorporation of that work, in full or in part, in one's own written work.
- Counterfeit work, including turning in as one's own work that which was created, researched or produced by another.
- Theft or the altering of grades, records and/or teaching materials (written or electronic).

Any student violating the policy and principles outlined within academic honesty can be subject to disciplinary action that can include, but is not limited to, loss of academic credit, suspension.

## **Use of Profanity**

At LWCS, Standard English is to be used at all times and the use of profanity is not acceptable. All LWCS teachers and staff will be responsible for monitoring student language and communications.

## **Graffiti/Tagging**

Writing or drawing on LWCS or LW@HB property is prohibited and subject to compensation and disciplinary action. Graffiti which requires replacement of materials or equipment will be charged to the student and parent(s).

## **Tobacco-Free School Policy**

The Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with Charter School goals to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from the Charter School.

These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off Charter School property. The Director of School or designee shall inform students, parents/guardians, employees, and the public about this policy and consequences for violations of the policy. All individuals on Charter School

premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

- Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, smokeless tobacco, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
- An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
- Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

### **Enforcement Policies**

Signs stating "Tobacco use is prohibited" shall be prominently displayed at all entrances to school property.

Any employee or student who violates the Charter School's tobacco-free policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

Any other person who violates the Charter School's Tobacco-free policy shall be informed of the Charter School's policy and asked to refrain from smoking. If the person fails to comply with this request, the Director of School or designee may:

- Direct the person to leave school property or any property associated with a school event.
- Request local law enforcement assistance in removing the person from Charter School premises or any premises at which a Charter School event is being held.
- If the person repeatedly violates the tobacco-free policy, prohibit him/her from entering Charter School property or any property at which a school event is being held for a specified period of time.

# Student Health, Welfare, & Safety

## Universal School Meals

Charter School participates in the National School Lunch Program. Pursuant to California law, commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12). Applications for school meals are included in the enrollment materials made available to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the Registration Office.

## Administration of Medications

The following policy regarding the administration of medications is applicable when LWCS staff is responsible for the administration of, or assisting in the administration of, medication to students attending school during regular school hours, including before- or after-school programs, field trips, extracurricular and co-curricular activities, and camps or other activities that typically involve at least one overnight stay away from home.

### *Requirements for Administration or Assistance:*

Any student who is or may be required to take, during the regular school day, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the designated Charter School health aide, consistent with the doctor's orders. A written statement executed by the student's authorized health care provider specifying the medication the student is to take, the dosage, and the period of time during which the medication is to be taken as well as detailing the method, amount and time schedule by which the medication is to be taken.

- 1) A written statement by the student's parent or guardian initiating a request to have the medication administered to the student or to have the student otherwise assisted in the administration of the medication, in accordance with the authorized health care provider's written statement. The written statement shall also provide express permission for the Charter School to communicate directly with the authorized health care provider, as may be necessary, regarding the authorized health care provider's written statement. **In the cases of self-administration of asthma medication or prescription auto-injectable epinephrine,** the Charter School must also receive a confirmation from the authorized health care provider that the student is able to self-administer the medication and a written statement from the parent/guardian consenting to the student's self-administration and releasing the School and its personnel from civil liability if the self-administering student suffers an adverse reaction by self-administering his/her medication.

New statements by the parent/guardian and the authorized health care provider shall be required annually and whenever there is a change in the student's authorized health care provider, or a change in the medication, dosage, method by which the medication is required to be taken or date(s), or time(s) the medication is required to be taken. If there is not a current written statement by the student's parent or guardian and authorized health care provider, the Charter School may not administer or assist in administration of medication. The School will provide each parent with a reminder at the beginning of each school year that they are required to provide the proper written statements.

Parent(s)/guardian(s) of students requiring administration of medication or assistance with administration of medication shall personally deliver (or, if age appropriate, have the student deliver) the medication for administration to a designated school employee.

#### ***Opioid Antagonist Administration***

The Charter School will provide emergency hydrochloride or another opioid antagonist ("Opioid Antagonist") to appropriately trained Charter School personnel and those trained personnel may use the Opioid Antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose.

Trained School personnel may administer the Opioid Antagonist to a person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity when medical personnel are not immediately available. If the Opioid Antagonist is used, it shall be restocked as soon as reasonably possible, but no later than two weeks after it is used. The Charter School's supply of Opioid Antagonist shall be restocked before its expiration date.

If School personnel administers an Opioid Antagonist to a student, the Charter School will immediately call emergency services (9-1-1) and will then contact the student's parent/guardian.

***Responses to the Parent/Guardian upon Request:*** The Charter School shall provide a response to the parent/guardian within 5 business days of receiving the request for administration and the physician statement regarding which Charter School employees, if any, will administer medication to the student, and what the employees of the Charter School will do to administer the medication to the student or otherwise assist the student in the administration of the medication.

***Termination of Consent:*** Parent(s)/guardian(s) of students who have previously provided consent for the Charter School to administer medication or assist a student with the administration of medication may terminate consent by providing the Charter School with a signed written withdrawal of consent.

***Authorized Personnel:*** A designated school employee who is employed by the School and certified in accordance with Education Code section 44877 will administer or assist in administering the medication to students. If not available, a designated School employee who is legally able to and has consented to administer or assist in administering the medication to students will administer the medication or otherwise assist the students.

***Storage of Medication:*** Medication for administration to students shall be maintained in the office of the School nurse in a locked cabinet. It shall be clearly marked for easy identification. If the medication requires refrigeration, the medication shall be stored in a refrigerator in a locked office, which may only be accessed by the Charter School personnel. If stored medication is unused, discontinued or outdated, the medication shall be returned to the student's parent/guardian where possible. If not possible, the School shall dispose of the medication by the end of the school year in accordance with applicable law.

***Confidentiality:*** Charter School personnel with knowledge of the medical needs of students shall maintain the students' confidentiality. Any discussions with parents/guardians and/or authorized health care providers shall take place in an area that ensures student confidentiality. All medication records or other documentation relating to a student's medication needs shall be maintained in a location where access is restricted to the Director of School or designee, or other designated School employees.

***Medication Record:*** The Charter School shall maintain a medication record for each student that is allowed to carry and self-administer medication and for each student to whom medication is administered or other assistance is provided in the administration of medication.

The medication record shall contain the following: 1) The authorized health care provider's written statement; 2) The written statement of the parent/guardian; 3) A medication log (see below); 4) Any other written documentation related to the administration of the medication to the student or otherwise assisting the pupil in the administration of the medication.

The medication log shall contain the following information: 1) Student's name; 2) Name of the medication the student is required to take; 3) Dose of medication; 4) Method by which the pupil is required to take the medication; 5) Time the medication is to be taken during the regular school day; 6) Date(s) on which the student is required to take the medication; 7) Authorized health care provider's name and contact information; and 8) A space for daily recording of medication administration to the student or otherwise assisting the student, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.

***Deviation from Authorized Health Care Provider's Written Statement:*** If a material or significant deviation from the authorized health care provider's written statement is discovered, notification as quickly as possible shall be made as follows: 1) If discovery is made by a licensed health care professional, notification of the deviation shall be in accordance with applicable standards of professional practice; 2) If discovery is made by an individual other than a licensed health care professional, notification shall be given to the Charter School Director of School, the student's parent/guardian, any Charter School employees that are licensed health care professionals, and the student's authorized health care provider.

## **Emergencies**

All teachers are certified in first aid and CPR and are re-certified every year in either first aid or CPR. Every classroom has a First Aid Kit containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.

Charter School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, trained staff shall make every effort to resuscitate him/her. The Charter School does not accept or follow any parental or medical “do not resuscitate” orders. Charter School staff should not be placed in the position of determining whether such orders should be followed. The Director of School or designee, shall ensure that all parents/guardians are informed of this policy.

For the protection of a student’s health and welfare, the Charter School shall require the parent/guardian(s) of all students to keep current with the Charter School emergency information including the home address and telephone number, business address and telephone number of the parent/guardian(s), and the name, address and telephone number of a relative or friend who is authorized to care for the student in any emergency situation if the parent/guardian cannot be reached.

The Charter School will provide emergency epinephrine auto-injectors to appropriately trained Charter School personnel and those trained personnel may use those epinephrine auto-injectors to provide emergency medical aid to persons suffering from an anaphylactic reaction.

Trained Charter School personnel may immediately administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylaxis reaction at the Charter School or during a Charter School related activity when medical personnel are not immediately available.

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

## **Head Lice**

To prevent the spread of head lice infestations, Charter School personnel shall report all suspected cases of head lice to the Charter School’s Director of Student Support Services, as soon as possible. The designee shall examine the student and any siblings of affected students or members of the same household in accordance with the Charter School’s health examination policy. If nits or lice are found, the parents/guardians informed about recommended treatment procedures and sources of further information.

In the event of one or more persons infested with lice, an exposure notice with information about head lice shall be sent home to all parents/guardians of the students that have been exposed to the head lice.

School personnel shall maintain the privacy of students identified as having head lice and excluded from attendance.

Excluded students may return to the Charter School when reexamination by the designee, or other authorized Charter School representative shows that all nits and lice have been removed. After returning, the student may be reexamined by the designee as appropriate to ensure that re-infestation has not occurred.

## **Pregnant and Parenting Students**

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

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

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

Sherry Oliver  
Director of Administrative Support  
90 N. Daisy Avenue, Pasadena CA 91107  
(626) 564-2871; sherry@publicworksinc.org

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

## **Mental Health Services**

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides

support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

### **Available on Campus:**

School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at 626-564-2871. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact Julio Hernandez at 626-564-2871.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact Sherry Oliver at 626-564-2871.

### **Available in the Community:**

Pasadena Public Health Department  
Social & Mental Health Division  
1845 N. Fair Oaks Ave., 2nd Floor  
Pasadena, CA 91103  
Phone: (626) 744-6339

Social Model Recovery Systems  
223 E. Rowland Street  
Covina, CA 91723  
Phone: (626) 332-3145

### **Available Nationally:**

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

## **Campus Search and Seizure**

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of



contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

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

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

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

## **Human Trafficking Prevention**

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

## **Immunizations**

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all

students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

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

## **School Bus and Passenger Safety**

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

## **School Safety Plan**

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

## **Transportation**

LWCS generally does not provide home-to-school or school-to-home transportation services. LWCS students, with the support of their parent(s)/guardian are expected to be responsible for their own transportation to appointments and other educational activities.

PPT students that wish to bring their child(ren) may do so. The child care center is open during school hours. Students that bring their child(ren) to school **MAY NOT** leave campus without their child(ren) for any reason! Violators of this policy will not be allowed to use the service.

For more information on transportation, please feel free to contact Jennifer Bailey at (626) 564-2871.

# Special Populations

## Education of Foster and Mobile Youth

**Definitions:** For the purposes of this annual notice the terms are defined as follows:

- *“Foster youth” means any of the following:*
  1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
  2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
  3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    - c. The nonminor is participating in a transitional independent living case plan.
  4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.<sup>1</sup>
  5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- *“Former juvenile court school student” means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School.*
- *“Child of a military family” refers to a student who resides in the household of an active duty military member.*
- *“Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.*
- *“Student participating in a newcomer program” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.*

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<sup>1</sup> *The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.*

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as “Foster and Mobile Youth.” Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a “parent/guardian.”

**Foster and Mobile Youth Liaison:** The Director of School or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Jennifer Bailey  
Director of Student Support Services  
[youth@learningworkscharter.com](mailto:youth@learningworkscharter.com)

The Foster and Mobile Youth Liaison’s responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

**School Stability:** The Charter School will work with foster youth and their parent/guardian to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils. All decisions regarding a foster youth’s education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student’s school of origin (subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School’s charter and Board policy). If a dispute arises regarding a foster youth’s request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School’s charter and Board policy) regardless of the student’s ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child’s status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student’s status changed.

For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

**Graduation Requirements:** Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's parent/guardian how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a pupil participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

**Student Records:** When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School’s Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

**Discipline Determinations:** If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student’s attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School’s Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

**Availability of Complete Policy:** For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School’s complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

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

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

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



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

Jennifer Bailey  
Director of Student Support Services  
[youth@learningworkscharter.com](mailto:youth@learningworkscharter.com)

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

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of

the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

**Housing Questionnaire:** Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

**High School Graduation Requirements:** Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the

Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

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

## **English Learners**

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

## **Section 504**

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Director of School. A copy of the Charter School's Section 504 policies and procedures is available upon request at the main office.

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

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the SELPA/Pasadena Unified School District. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Henry Espinoza, School Counselor, (626) 564-2871.

# **Student Rights and Complaint Procedures**

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

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

1. The right to inspect and review the student’s education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Director of School or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School’s Director of School or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Director of School must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

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

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School’s Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a

disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

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

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;

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

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

1. Student’s name
2. Student’s address
3. Parent’s/guardian’s address
4. Telephone listing
5. Student’s electronic mail address
6. Parent’s/guardian’s electronic mail address
7. Photograph/video
8. Birth Date
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams

13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

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

Please notify the Director of School or designee at [registration@learningworkscharter.com](mailto:registration@learningworkscharter.com). A copy of the complete Policy is available upon request at the main office.

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

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

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

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

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;



- Career Technical and Technical Training;
- Child Care and Development Programs;
- Consolidated Categorical Aid;
- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
- Every Student Succeeds Act;
- Migrant Education Programs;
- Regional Occupational Centers and Programs; and
- School Safety Plans

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

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

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or Local Control and Accountability Plans (“LCAP”) under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement (“SPSA”) in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

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

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

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

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

Sherry Oliver  
Director of Administrative Support & Facilities  
90 N. Daisy Avenue, Pasadena CA 91107  
(626) 564-2871; sherry@publicworksinc.org

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

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

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

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

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

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

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

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

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

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

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