

Oasis Charter School
Board Agenda Supplemental Information

TITLE OF AGENDA ITEM: 8.6 Approval of Board Policy for Section V Students Article IV Suspension and Expulsion Policy and Procedures

BOARD MEETING DATE: 10/22/24

BOARD AGENDA ITEM INFORMATION:

The Suspension and Expulsion Policy and Procedures have been provided by the school's legal team, Young, Minney and Corr. It has been developed to align with Oasis' Charter and California Education Code.

Administration Recommendation: Approve ✓ Information_____

Person submitting item: Annie Millar, Executive Director

**UCEN Board/Oasis Charter Public School
Salinas, California**

Policy Draft: 10/22/24

Section V Students

Article IV Suspension and Expulsion Policy and Procedures

Introduction

The philosophy on discipline emphasizes a positive approach, in which the student is gradually led toward moral autonomy. We expect that students behave in a respectful way toward their teachers, any adults, their classmates, and toward the property of others. Students will be approached in a respectful manner and asked to comply with the standards of behavior.

Oasis Charter Public School (“OCPS” or “Charter School”) is committed to creating a safe and nurturing environment for every child. We are equally committed to preparing our students to learn about and respect the perspectives of others and become caring, empathetic individuals. We are committed to helping children learn appropriate problem solving and conflict resolution strategies for dealing with disappointments and difficult situations.

Policy

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

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School’s policy and procedures for student suspension, expulsion, and involuntary removal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all

students. This policy and its procedures will be printed and distributed annually as part of the Student and Family Handbook which will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians¹ are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and procedures are available upon request in the Charter School's main office. Additionally, student discipline policies and procedures will be included in the Student and Family Handbook, which is distributed annually to parents and guardians.

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

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

No pupil shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian and shall inform the student and the student's parent/guardian of the basis for which the student is being involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/ guardian

¹ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/ guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

- 1) Discretionary Suspension Offenses. Students may be suspended when it is determined the pupil:
 - a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars,

clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a pupil.

- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases..
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy, "hazing" does not include athletic events or school- sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 6, inclusive.
- r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to pupils in any of grades 4 to 6, inclusive.
- s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 6, inclusive.
- t. Engaged in an act of bullying, including but not limited to bullying committed by means of an electronic act.
 - 1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils which would be deemed hate violence or harassment, threats or intimidation, which are directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more the of the following:
 - i. Placing a reasonable pupil (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that pupil's or those students person or property;
 - ii. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health;
 - iii. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance;
 - iv. Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School
 - 2. An "Electronic Act," means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including but not limited to, any of the following:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in subparagraph (1) above.
 - b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects as listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.

- a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv) inclusive of paragraph (1). A photograph or other visual recording as described above shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.

For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.³ Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
- 2) Non- Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the pupil:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
 - b. Brandished a knife at another person.
 - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
 - d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4
- 3) Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the pupil:
- a. Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b. Willfully used force or violence upon the person of another, except self-defense.
 - c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e. Committed or attempted to commit robbery or extortion.
 - f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g. Stole or attempted to steal school property or private property, which

includes but is not limited to electronic files and databases.

- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a pupil.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy "hazing" does not include athletic events or school- sanctioned events.
- p. Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no

intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 6, inclusive.
 - r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 6, inclusive.
 - s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 6, inclusive.
 - t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable pupil(s) (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that pupil's or those students' person or property;
 - ii. Causing a reasonable pupil to experience a substantially detrimental effect on their physical or mental health;
 - iii. Causing a reasonable pupil to experience substantial interference

- with their academic performance;
- iv. Causing a reasonable pupil to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive of paragraph (1). A photograph or other visual recording as described above shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
 - b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.

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

Internet.

- iv. A “reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill and judgment in conduct for a person that age, or for a person of that age with the pupil’s exceptional needs.
 - u. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
- 4) Non -Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the pupil:
- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee’s concurrence.
 - b. Brandished a knife at another person.
 - c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289, or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee.

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense in accordance with Education Code Section 47605(c)(5)(j)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

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

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

4. Homework Assignments During Suspension

In-School Suspension

Students serving in-school suspension will be required to complete all classroom assignments, quizzes, tests and homework given during the duration of the in-school suspension with the same due dates as all other students in the same classes. Classwork will be obtained by Executive Director or designee from teachers the morning of the in-school suspension and given to the student who will complete the work in an alternative setting.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 6, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student

either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense and the Board of Directors shall make the final determination.

E. Expulsion Procedures

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

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

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged

violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed hearing when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining

witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

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

H. Presentation of Evidence

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

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

I. Expulsion Decision

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

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

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student

conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

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

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

K. Disciplinary Records

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

L. No Right to Appeal

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

M. Expelled Pupils/Alternative Education

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

N. Rehabilitation Plans

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

may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

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

P. Notice to Teachers

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

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to

result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

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

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

5. Special Circumstances

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

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

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

6. Interim Alternative Educational Setting

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

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

A student who has not been identified as an individual with disabilities pursuant to

IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

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

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

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

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

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Oasis Charter School
Board Agenda Supplemental Information

TITLE OF AGENDA ITEM: 8.7 Approval of the Revised Independent Study Policy

BOARD MEETING DATE: 10/22/24

BOARD AGENDA ITEM INFORMATION:

In August, 2024, the State of California implemented new guidelines for Independent Study. This policy has been provided by the school's legal team, Young, Minney and Corr, and aligns with the new state law.

ATTACHMENTS: Draft of the Revised Independent Study Policy

Administration Recommendation: Approve ✓ Information_____

Person submitting item: Annie Millar, Executive Director

**UCEN Board/Oasis Charter Public School
Salinas, CA**

Policy Adopted: 10/22/24 (draft)

Section V Students
Article XI Independent Study

Oasis Charter Public School (“OCPS” or “Charter School”) may offer independent study to meet the short or long-term educational needs of pupils enrolled in the Charter School as follows: short-term independent study.

Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Under Construction Educational Network Board of Directors for implementation at Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 5 school days.
2. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete less than 50% of assignments during any period of 10 school days.
 - b. In the event a student’s educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a

period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction.
4. The Charter School has adopted tiered reengagement strategies* for the following pupils:
 - a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
 - b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
 - c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil.
 - b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a nonattendance day or lack of participation.
 - c. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
 - d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction[A9] *:
 - a. For pupils in transitional kindergarten through grade 3, inclusive, the Charter School shall provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.
 - b. For pupils in grades 4-8, inclusive, the Charter School shall provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.
 - c. For pupils in grades 9-12, inclusive, the Charter School shall provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.

6. The Charter School shall transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days.*

* The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction (paragraphs 4, 5, and 6 above) shall not apply to:

- a. pupils who participate in an independent study program for fewer than 16 schooldays in a school year;
- b. pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision; or
- c. independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.

- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - i. For a pupil participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For a pupil participating in an independent study program that is scheduled for 15 schooldays or fewer, each written agreement shall be signed, during the school year in which the independent study program takes place, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. The written agreement may be signed at any time during the school year, but it is the intent of the Legislature that parents or guardians of pupils be provided the agreement at or before the beginning of the school year. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
- Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force

and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The Executive Director may establish regulations to implement these policies in accordance with the law.

Oasis Charter School
Board Agenda Supplemental Information

TITLE OF AGENDA ITEM: 8.8 Action: Approval of Replacement Policy for Section V
Article XV Title IX

BOARD MEETING DATE: 10/22/24

BOARD AGENDA ITEM INFORMATION:

Laws and guidelines for Title IX are periodically updated requiring an update in policy for schools. This policy, from Young, Minney and Corr, has been aligned with current laws and guidelines.

Administration Recommendation: Approve ✓ Information_____

Person submitting item: Annie Millar, Executive Director

**UCEN Board/Oasis Charter Public School
Salinas, CA**

Policy Adopted: 10/22/24 (Draft)

Section V Students

Article XV Title IX Policy Prohibiting Discrimination on the Basis of Sex

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Oasis Charter Public School (“OCPS” or “Charter School”) to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

OCPS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] OCPS will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in OCPS’s education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom OCPS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the OCPS Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by OCPS. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment

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

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by OCPS to provide an aid, benefit, or service under OCPS's education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from OCPS's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
 - o The degree to which the conduct affected the complainant's ability to access OCPS's education program or activity;
 - o The type, frequency, and duration of the conduct;
 - o The parties' ages, roles within OCPS's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
 - o The location of the conduct and the context in which the conduct occurred; and
 - o Other sex-based harassment in OCPS's education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
 - o Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - o Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - § The length of the relationship;
 - § The type of relationship; and
 - § The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
 - o Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
 - o Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - o Shares a child in common with the victim; or
 - o Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - o Fear for the person's safety or the safety of others; or
 - o Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through OCPS.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
 - o Rape, sexual battery, molestation or attempts to commit these assaults.
 - o Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.
- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
 - o Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - o Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - o Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
 - o Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - o Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
 - o Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - o Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in OCPS's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) OCPS's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in OCPS's education program or activity at the time of the alleged sex discrimination.

Complaint [A3] means an oral or written request to OCPS that objectively can be understood as a request for OCPS to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of OCPS whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom OCPS has designated as confidential under Title IX for the purpose of providing services [A4] to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated OCPS's prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to OCPS's

education program or activity, including measures that are designed to protect the safety of the parties or OCPS's educational environment; or (2) provide support during OCPS's grievance procedures or during an informal resolution process.

Title IX Coordinator

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

Annie Millar
Executive Director
1135 Westridge Parkway, Salinas, CA 93907
831-424-9003

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Grisela Macias
Office Manager
1135 Westridge Parkway, Salinas, CA 93907
831-424-9003

The Coordinator is responsible for coordinating OCPS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure OCPS's consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

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

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.[A7]

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. OCPS will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports [A8] may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

OCPS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

OCPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes OCPS from requiring an employee or other person authorized by OCPS to provide aid, benefit, or service under OCPS's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees[A9]

Contact information for the confidential employees at OCPS, if any, can be found on the OCPS website [A10] or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether OCPS could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents OCPS from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within OCPS's education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or OCPS's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact [INSERT TITLE AND CONTACT INFO[A11]], who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of OCPS's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under OCPS's Title IX grievance procedures, OCPS may offer an informal resolution process to the parties. OCPS does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:[A12]

- o The allegations;
- o The requirements of the informal resolution process;
- o The right to withdraw and initiate or resume the grievance procedures;
- o That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- o The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- o What information is retained and whether and how it may be disclosed by OCPS for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. OCPS will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures[A13]

Scope and General Requirements

OCPS has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in OCPS's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

OCPS requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

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

OCPS may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

OCPS allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

OCPS will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

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

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

Dismissal

In most cases, OCPS will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

OCPS may dismiss a complaint if:

- OCPS is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in OCPS's education program or activity and is not employed by OCPS;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and OCPS determines that, without the complainant's

withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or

- OCPS determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, OCPS will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal in writing on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing [A14] of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal in writing on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable OCPS policy.

Appeal of a Dismissal

If a dismissal is timely appealed in writing in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- OCPS's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations[A15] . Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to OCPS;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if OCPS provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal[A16]

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

OCPS may remove a respondent from OCPS's education program or activity on an emergency basis, in accordance with OCPS's policies, provided that OCPS undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. OCPS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by OCPS to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless OCPS obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and

- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence.[A17] The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decisionmaker before a determination of responsibility is made.

OCPS will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility

Before making a determination of responsibility, the decisionmaker may interview parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

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

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

Appeal of the Determination of Responsibility[A18]

Should a party find OCPS's determination unsatisfactory, the party may, within five (5) business days of notice of OCPS's determination, submit a written appeal to the Chair of the OCPS Board[A19] , who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal must not have taken part in the investigation of the allegations.

The decisionmaker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from OCPS or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by OCPS including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within OCPS's education program or activity.

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

Student Pregnancy and Related Conditions

OCPS will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the OCPS employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to OCPS's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of OCPS's obligations under:
 - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
 - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide OCPS's Title IX notice of nondiscrimination; and

- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any OCPS leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

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

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

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

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, facilitators of the informal resolution process, and other persons who are responsible for implementing OCPS's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

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

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions OCPS took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. OCPS will make these training materials available upon request for inspection by members of the public.

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

[INSERT CHARTER SCHOOL LETTERHEAD]

TITLE IX SEX DISCRIMINATION AND Harassment COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

I hereby authorize OCPS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

To be completed by OCPS:

Received by: _____

Date: _____

Follow up Meeting with Complainant held on: _____
4865-0469-8049, v. 2

[1] [SCHOOL ABBREVIATION] complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

Oasis Charter School
Board Agenda Supplemental Information

TITLE OF AGENDA ITEM: 8.9 Action: Contract with Presence Learning for Case Management for Special Education

BOARD MEETING DATE: 10/22/24

BOARD AGENDA ITEM INFORMATION:

This contract would enable Presence Learning to provide case management services to serve Oasis students.

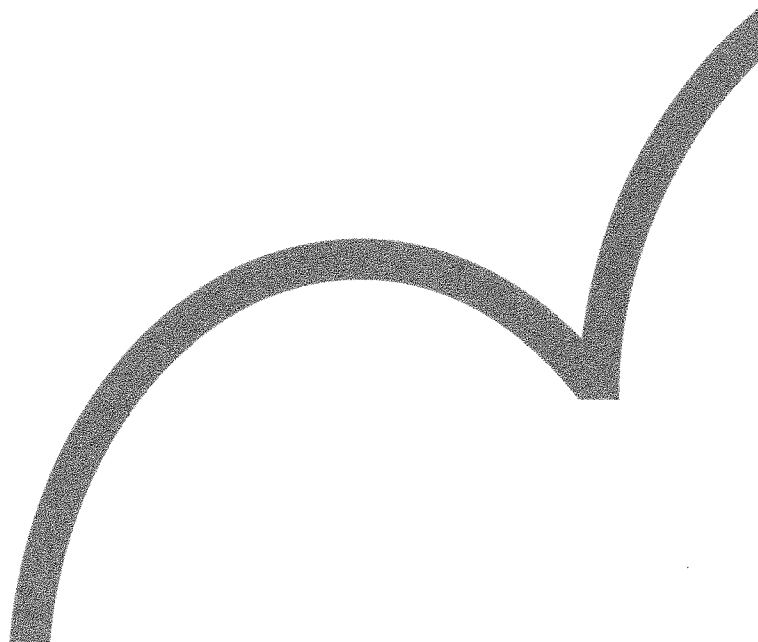
Administration Recommendation: Approve ✓ Information_____

Person submitting item: Annie Millar, Executive Director



**Empowering all who
serve students with
diverse needs**

Presence.com



Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with Oasis Charter Public to implement comprehensive teletherapy programs that support students with diverse needs. As the leading provider of online special education-related services since 2009, Presence has pioneered teletherapy solutions with schools across the country.

6M+

sessions delivered

~10K

schools supported

2,000+

clinicians in network

From special education services to mental health counseling, we bring customized solutions to your district

We offer a full range of remote services (from observations and assessments to counseling and therapy) that help meet your district's speech-language, occupational, psychoeducational and mental health service needs.

Our clinical network brings a complete scope of practice to support schools with services that include:

- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Virtual classroom push-in services
- Completing paperwork for IEPs, review of records and Medicaid billing

Solutions customized for diverse needs— backed by school-based experience and innovative technology



Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®*
- Customized teletherapy plans are based on your district's diverse student and staffing needs



Clinically-led teams, trusted by ~10,000 schools

- Our national network of 2,000+ licensed speech-language pathologists, occupational therapists, school psychologists, and mental health clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a dedicated clinical support team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems



Innovative technology, built specifically for students

- An award-winning, interactive teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more*
- Track student attendance to therapy sessions, documentation and progress to ensure compliance with IDEA
- HIPAA and FERPA compliant teletherapy platform technology

**All product names and registered trademarks are the property of their respective owners.*

kanga
by Presence

Give your district team tools to conduct their own therapy sessions with Kanga. Built-in tools reduce the time and stress of scheduling, caseload management, data organization, and session planning. Students and clinicians can engage in a collaborative, virtual space with access to thousands of curated articles, games, and digital assessments.



Service Order

PRESENTED TO

Annie Millar

Superintendent

Oasis Charter Public

ISSUE DATE

10/9/2024

BY

Curtis Cherry

Regional Sales Director

curtis.cherry@presence.com



Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and Oasis Charter Public. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

10/9/2024 - 6/30/2025

	ANNUAL EST
Weekly Dedicated Services	\$28,690.20
Weekly Hours: 10.50	
Weekly Subtotal: \$1,039.50	
Weeks of Service: 27.60	
Dedicated Services Period: 10/21/2024-5/29/2025	

Estimated Annual Clinical Services Coordination Fee* **\$1,147.61**

Estimated Total Program Implementation Fee** **\$2,100.00**

Total Estimated Cost **ANNUAL \$31,937.81**

* Service Coordination Fee is billed monthly beginning in the first month in which Services are rendered.

** Implementation fee is a one-time fee, billed upon the Service Order Execution Date.



Service Order Details

SERVICE ORDER TERM

10/9/2024 - 6/30/2025

Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Speech-language therapy	\$99.00	10.50	\$1,039.50
Weekly total of Clinical Services		10.50	\$1,039.50
Weeks			27.60
Estimated Dedicated Services Costs (annual)			\$28,690.20

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Service Order Details

SERVICE ORDER TERM

10/9/2024 - 6/30/2025

Flexible hourly rates with Dedicated Services

Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in this Service Order.

Clinical Services	Per hour
Speech-language therapy	\$109.00

- - - Continued on next page - - -

Rate Card

Speech-language therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Speech-language therapy	\$99.00	\$109.00
Supervision	\$119.00	\$131.00
Short-term Leave	\$129.00	\$142.00
Bilingual	\$119.00	\$131.00

Occupational therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Occupational therapy	\$98.00	\$108.00
Supervision	\$118.00	\$130.00
Short-term Leave	\$127.00	\$140.00
Bilingual	\$118.00	\$130.00

Behavioral and mental health counseling

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Behavioral and mental health counseling	\$98.00	\$108.00
Bilingual	\$118.00	\$130.00
Short-term Leave	\$127.00	\$140.00
Individual	\$98.00	\$108.00

Assessment Components

	Per Service
SLP Assessments Bundle	
Screening by SLP	\$80.00
Bilingual Screening by SLP	\$140.00
Evaluation Coordination and Results Summary by SLP	\$290.00
Evaluation Coordination and Results Summary by Bilingual SLP	\$330.00
Review of Records by SLP	\$140.00
Additional Assessment by SLP	\$80.00
Articulation Standard Assessment by SLP	\$120.00
Auditory Processing Assessment by SLP	\$140.00
Early Childhood Language Assessment by SLP	\$190.00
Fluency Standard Assessment by SLP	\$170.00
Language Standard Assessment by SLP	\$240.00
Pragmatic Language Standard Assessment by SLP	\$140.00
Phonological Process Analysis by SLP	\$70.00
Phonological Processing Assessment by SLP	\$120.00
Supplemental Language Screener by SLP	\$70.00
Spanish Language Standard Assessment by SLP	\$240.00
Spanish Language Select Subtests by SLP	\$100.00
Spanish Auditory Processing Select Subtests by SLP	\$140.00
Additional Bilingual Assessment by SLP	\$100.00
Spanish Articulation Measures (SAM) by SLP	\$100.00
Spanish Articulation Standard Assessment by SLP	\$110.00
Extended Coordination by SLP	\$70.00
Language Difference vs. Disorder Analysis by SLP	\$110.00
Unplanned Student Absence SLP	\$52.00
Parent Interview by SLP	\$70.00
Teacher Interview by SLP	\$70.00
Student Interview by SLP	\$70.00
Results Meeting by SLP	\$140.00

Bilingual Evaluation: Special Considerations	\$40.00
Desired Results Development Profile Component-DRDP (CA only)	\$140.00
Rating Scale Assessment by SLP	\$140.00
AAC Evaluation: Special Considerations	\$40.00
AAC: Device analysis	\$70.00
AAC: Device trial	\$40.00
AAC: Feature matching trials	\$40.00
Speech-Language Sample by SLP	\$140.00
Observation by SLP	\$110.00
Additional Bilingual Paperwork by SLP	\$60.00
Additional Requested Meetings by SLP	\$60.00
Additional Requested Paperwork by SLP	\$60.00
Bilingual Parent Interview by SLP	\$60.00
Bilingual Results Meeting by SLP	\$120.00
Bilingual Student Interview by SLP	\$60.00
Schoolwide Support by SLP	\$70.00
Goal Writing by SLP	\$60.00
Additional Bilingual Meeting by SLP	\$60.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PresenceLearning, Inc.

Customer

DocuSigned by:
Fletcher Hutson
A9625E5023E249B...

By

By

Fletcher Hutson

Annie Millar

Name

Name

Senior Vice President, Revenue

Executive Director

Title

Title

2024-10-09

Date

Date

Oasis Charter School
Board Agenda Supplemental Information

TITLE OF AGENDA ITEM: 8.10 Action: Contract with Presence Learning for Speech Services for Students with IEP's

BOARD MEETING DATE: 10/22/24

BOARD AGENDA ITEM INFORMATION:

This contract would enable Presence Learning to provide speech and language services for Oasis students with IEP's (Individualized Education Plans).

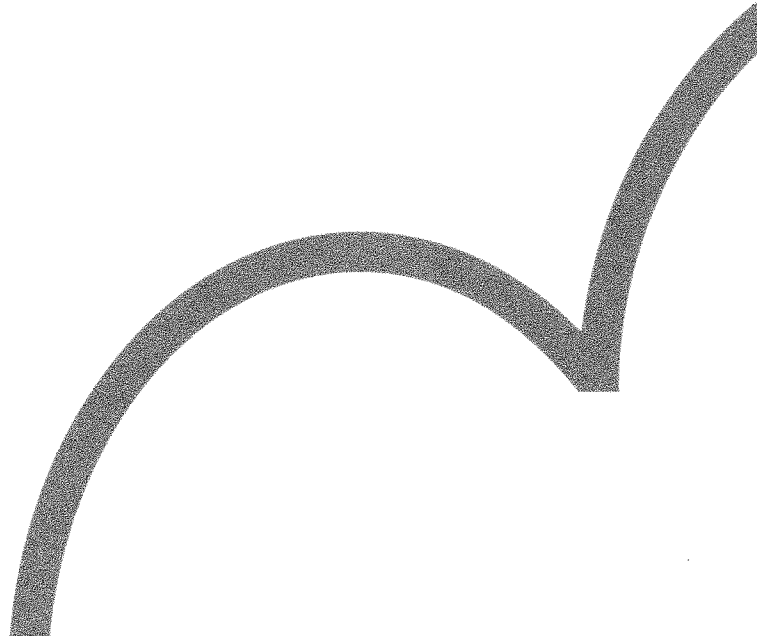
Administration Recommendation: Approve ✓ Information_____

Person submitting item: Annie Millar, Executive Director



**Empowering all who
serve students with
diverse needs**

Presence.com



Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with Oasis Charter Public School to implement comprehensive teletherapy programs that support students with diverse needs. As the leading provider of online special education-related services since 2009, Presence has pioneered teletherapy solutions with schools across the country.

6M+

sessions delivered

~10K

schools supported

2,000+

clinicians in network

From special education services to mental health counseling, we bring customized solutions to your district

We offer a full range of remote services (from observations and assessments to counseling and therapy) that help meet your district's speech-language, occupational, psychoeducational and mental health service needs.

Our clinical network brings a complete scope of practice to support schools with services that include:

- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Virtual classroom push-in services
- Completing paperwork for IEPs, review of records and Medicaid billing

Solutions customized for diverse needs— backed by school-based experience and innovative technology



Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®*
- Customized teletherapy plans are based on your district's diverse student and staffing needs



Clinically-led teams, trusted by ~10,000 schools

- Our national network of 2,000+ licensed speech-language pathologists, occupational therapists, school psychologists, and mental health clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a dedicated clinical support team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems



Innovative technology, built specifically for students

- An award-winning, interactive teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more*
- Track student attendance to therapy sessions, documentation and progress to ensure compliance with IDEA
- HIPAA and FERPA compliant teletherapy platform technology

**All product names and registered trademarks are the property of their respective owners.*

kanga
by Presence

Give your district team tools to conduct their own therapy sessions with Kanga. Built-in tools reduce the time and stress of scheduling, caseload management, data organization, and session planning. Students and clinicians can engage in a collaborative, virtual space with access to thousands of curated articles, games, and digital assessments.



Service Order

PRESENTED TO

Annie Millar

Superintendent

Oasis Charter Public School

ISSUE DATE

10/17/2024

BY

Curtis Cherry

Regional Sales Director

curtis.cherry@presence.com



Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and Oasis Charter Public School. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

10/23/2024 - 6/30/2025

ANNUAL EST

Flexible Hourly

\$14,130.97

Estimated Weekly Hours: 5.00

Estimated Weekly Subtotal: \$614.39

Estimated Weeks of Service: 23.00

Minimum Assessment Commitments

\$8,700.00

Estimated Total Program Implementation Fee**

\$1,600.00

Total Estimated Cost

ANNUAL
\$24,430.97

** Service Coordination Fee is billed monthly beginning in the first month in which Services are rendered.*

*** Implementation fee is a one-time fee, billed upon the Service Order Execution Date.*



Service Order Details

SERVICE ORDER TERM

10/23/2024 -
6/30/2025

Flexible Hourly Services

Clinical Services	Rate	Estimated Weekly Hours	Estimated Total
Flexible Hourly School Psychologist Hours	\$131.00	5.00	\$14,130.97
Estimated Subtotal for Clinical Services			\$14,130.97
Estimated total (year)			\$14,130.97

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Service Order Details

SERVICE ORDER TERM

10/23/2024 - 6/30/2025

Minimum Assessment Commitments

Clinical Services	Minimum Commitment
Speech-language therapy	\$0.00
Bilingual SLP assessments	\$1,700.00
Bilingual Psychoeducational Assessments	\$7,000.00
Minimum Assessment Commitment Cost	\$8,700.00

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Rate Card

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Behavioral and mental health counseling	\$98.50	\$108.00
Bilingual	\$118.50	\$130.00
Short-term Leave	\$127.50	\$140.00
Individual	\$98.50	\$108.00

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Occupational therapy	\$99.50	\$109.00
Short-term Leave	\$129.50	\$142.00
Bilingual	\$119.50	\$131.00
Supervision	\$119.50	\$131.00

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Speech-language therapy	\$99.50	\$109.00
Bilingual	\$119.50	\$131.00
Short-term Leave	\$129.50	\$142.00
Supervision	\$119.50	\$131.00

Assessment Components

	Per Service
BMH Assessments Bundle	
Additional Assessment by MHP/Ed Diag	\$270.00
Additional Requested Paperwork by MHP/Ed Diag	\$70.00
Extended Coordination by MHP/Ed Diag	\$70.00
Results Meeting by MHP/Ed Diag	\$120.00
Bilingual Results Meeting by MHP	\$105.00
Goal Writing by MHP	\$55.00
Bilingual Evaluation Coordination and Results Summary by MHP	\$275.00
Schoolwide Support by MHP	\$69.00
Screening by MHP/Ed Diag	\$147.00
Review of Records by MHP/Ed Diag	\$240.00
Rating Scale Assessment by MHP/Ed Diag	\$196.00
Evaluation Coordination and Results Summary by MHP/Ed Diag	\$304.00
Additional Requested Meetings by MHP/Ed Diag	\$70.00
Functional Behavior Assessment by MHP/Ed Diag	\$390.00
Intervention Data Analysis by MHP/Ed Diag	\$70.00
Parent Interview by MHP/Ed Diag	\$70.00
Student Interview by MHP/Ed Diag	\$70.00
Teacher Interview by MHP/Ed Diag	\$70.00
Unplanned Student Absence MHP/Ed Diag	\$77.00
Observation by MHP/Ed Diag	\$137.00

	Per Service
PA Bundle	
Review of Records by MHP/Ed Diag	\$260.00
Cognitive Select Subtests	\$170.00
Processing Select Subtests	\$180.00
Achievement Select Subtests	\$130.00
Rating Scale Assessment by MHP/Ed Diag	\$190.00
Achievement Standard Battery	\$250.00
Long Cognitive Battery	\$330.00
Additional Assessment by MHP/Ed Diag	\$270.00
Processing Standard Battery	\$330.00
Additional Requested Meetings by MHP/Ed Diag	\$70.00
Short Cognitive Battery	\$170.00
Spanish Select Subtests	\$190.00
Spanish Cognitive Battery	\$350.00
Screening by MHP/Ed Diag	\$140.00
Additional Requested Paperwork by MHP/Ed Diag	\$70.00
Functional Behavior Assessment by MHP/ Ed Diag	\$366.00
Intervention Data Analysis by MHP/Ed Diag	\$70.00
Parent Interview by MHP/ Ed Diag	\$70.00
Student Interview by MHP/Ed Diag	\$70.00
Teacher Interview by MHP/Ed Diag	\$70.00
Unplanned Student Absence MHP/Ed Diag	\$77.00
Results Meeting by MHP/Ed Diag	\$113.00
Extended Coordination by MHP/Ed Diag	\$70.00
Additional Requested Meetings by MHP/Ed Diag	\$70.00
Evaluation Coordination and Results Summary by MHP/Ed Diag	\$320.00
Observation by MHP/Ed Diag	\$162.00
Schoolwide Support by MHP/Ed Diag	\$73.00
Goal Writing by MHP/ED Diag	\$60.00
Spanish Achievement Battery	\$350.00
Bilingual Evaluation Coordination and Results Summary by MHP/Ed Diag	\$330.00

Bilingual Parent Interview by MHP/Ed Diag	\$60.00
Bilingual Results Meeting by MHP/Ed Diag	\$120.00
Bilingual Screening by MHP/Ed Diag	\$60.00
Additional Bilingual Meeting by MHP/Ed Diag	\$60.00
Additional Bilingual Paperwork by MHP/Ed Diag	\$60.00
Bilingual Review of Records by MHP/Ed Diag	\$730.00

	Per Service
SLP Assessments Bundle	
Screening by SLP	\$80.00
Bilingual Screening by SLP	\$140.00
Evaluation Coordination and Results Summary by SLP	\$290.00
Evaluation Coordination and Results Summary by Bilingual SLP	\$330.00
Review of Records by SLP	\$140.00
Additional Assessment by SLP	\$80.00
Articulation Standard Assessment by SLP	\$120.00
Auditory Processing Assessment by SLP	\$140.00
Early Childhood Language Assessment by SLP	\$190.00
Fluency Standard Assessment by SLP	\$170.00
Language Standard Assessment by SLP	\$240.00
Pragmatic Language Standard Assessment by SLP	\$140.00
Phonological Process Analysis by SLP	\$70.00
Phonological Processing Assessment by SLP	\$120.00
Supplemental Language Screener by SLP	\$70.00
Spanish Language Standard Assessment by SLP	\$240.00
Spanish Language Select Subtests by SLP	\$100.00
Spanish Auditory Processing Select Subtests by SLP	\$140.00
Additional Bilingual Assessment by SLP	\$100.00
Spanish Articulation Measures (SAM) by SLP	\$100.00
Spanish Articulation Standard Assessment by SLP	\$110.00
Extended Coordination by SLP	\$70.00
Language Difference vs. Disorder Analysis by SLP	\$110.00

Unplanned Student Absence SLP	\$52.00
Parent Interview by SLP	\$70.00
Teacher Interview by SLP	\$70.00
Student Interview by SLP	\$70.00
Results Meeting by SLP	\$140.00
Bilingual Evaluation: Special Considerations	\$40.00
Desired Results Development Profile Component-DRDP (CA only)	\$140.00
Rating Scale Assessment by SLP	\$140.00
AAC Evaluation: Special Considerations	\$40.00
AAC: Device analysis	\$70.00
AAC: Device trial	\$40.00
AAC: Feature matching trials	\$40.00
Speech-Language Sample by SLP	\$140.00
Observation by SLP	\$110.00
Additional Bilingual Paperwork by SLP	\$60.00
Additional Requested Meetings by SLP	\$60.00
Additional Requested Paperwork by SLP	\$60.00
Bilingual Parent Interview by SLP	\$60.00
Bilingual Results Meeting by SLP	\$120.00
Bilingual Student Interview by SLP	\$60.00
Schoolwide Support by SLP	\$70.00
Goal Writing by SLP	\$60.00
Additional Bilingual Meeting by SLP	\$60.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PresenceLearning, Inc.

Customer

DocuSigned by:

Fletcher Hutson

A9625E5023E249B...

By

By

Fletcher Hutson

Annie Millar

Name

Name

Senior Vice President, Revenue

Executive Director

Title

Title

2024-10-17

Date

Date

Oasis Charter School
Board Agenda Supplemental Information

TITLE OF AGENDA ITEM: 8.12 Oasis Community Council Request for Funds

BOARD MEETING DATE: 10/22/24

BOARD AGENDA ITEM INFORMATION:

The OCC will request funds as discussed at their 10/7/22 regular monthly meeting.

At the time of agenda preparation, information on a new request for funds was not available.

Administration Recommendation: Approve ✓ Information_____

Person submitting item: Erica Santos, President, Oasis Community Council