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## **Suspension and Expulsion Policy**

GPS is committed to creating a safe, supportive and inclusive school environment using restorative practices in order to build a strong student and faculty culture, a community of mutual respect, and to reduce discipline referrals, suspensions and expulsions. GPS draws best practices from the International Institute for Restorative Practices and provides ongoing trainings on restorative practices to faculty throughout the school year.

In cases where suspension or expulsion are necessary, GPS will follow a comprehensive set of suspension and expulsion policies which are listed below. The policies will be printed and distributed as part of the school's Student/Parent Handbook and will clearly describe the Charter School's expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits, and the policies and procedures for student discipline. Each student and his or her parent or guardian will be required to verify that they have reviewed and understand the policies prior to enrollment. These policies will provide all students with an opportunity for due process and will conform to applicable federal and state law regarding students with exceptional needs.

## **Suspension and Expulsion Procedures**

Each student and his or her parent or guardian will be provided with a copy of the following discipline policies including suspension and expulsion and will be required to verify that they have reviewed and understand the policies prior to enrollment.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at Growth Public Schools ("Charter School"). In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. Such modifications may be made without the need to amend the charter so long as the amendments comport with legal requirements.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy and procedures has been prepared to provide due process to all students. The list of offenses and procedures provide safety for students, staff, and visitors to the Charter School and serves the best interests of the Charter School's pupils and their parents/guardians. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be distributed as part of the Student/Parent Handbook which is sent to each student at the beginning of the school year.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that these Policy and Procedures are available on request at the Principal's office. Suspended or expelled students shall be excluded from all school and school-related activities

unless otherwise agreed during the period of suspension or expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

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

No student shall be involuntarily removed by the School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

### **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.

### **Suspension Offenses**

Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person
- b) Willfully used force of violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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 his or her 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 11014.5.

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

(1) Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.

l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

m) 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.

n) Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.

o) 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.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation 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 section, "hazing" does not include athletic events or schools sanctioned events.

r) Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property which includes but is not limited to, electronic files and databases, of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) 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 section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by

means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her 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 clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (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 clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) 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.

(dd) 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 (h)-(i).

(ee) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

(a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

## **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference must take place within two (2) school days of the suspension, 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 may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the

lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with 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 suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil 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 pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

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

## **Student Work/Homework during Out-Of-School Suspension**

Whenever possible, GPS tries to avoid assigning out-of-school suspensions to students. We do not believe that removing a student from the school community and denying them access to curriculum or instruction is aligned to our vision or is an appropriate strategy to redirect unwanted behaviors. As such, in-school suspension is more commonly assigned allowing students to not only complete assignments but also continue to receive instruction. When out-of school suspensions must be assigned, GPS compiles a series of assignments (consistent with the daily hour requirements of independent study) that allows students to complete missing/incomplete assignments and practice previously taught skills. These assignments are turned in upon completion of the suspension.

## Expellable Offenses

Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- (a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (b) Willfully used force of violence upon the person of another, except self-defense.
- (c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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 his or her 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 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) Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- (n) 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.
- (o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation 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 section, "hazing" does not include athletic events or school sanctioned events.
- (q) Made terrorist threats against school officials and/or school property which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if



there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property, which includes but is not limited to, electronic files and databases, of the person threatened or his or her immediate family.

(r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

(s) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

(t) 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 section shall apply to pupils in any of grades 4 to 12, inclusive.

(u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1.) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students'

person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2.) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual 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. 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.

iii. An act of cyber sexual bullying.

(a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (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 clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. 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.

(w) 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 (1a)-(b).

(x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

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

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive

device. Such term does not include an antique firearm. The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **Authority to Expel**

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors (or "Board") following a hearing before it, or by the Board upon the recommendation of an neutral and impartial Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a Board member. 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.

### **Expulsion Procedures**

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

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 FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing 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 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

### **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, which 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 his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

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 hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

4. The person 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 he/she 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 person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the School must present evidence that the witness' presence is both desired by the witness and will be helpful to the School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes 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 the public at the request of the pupil being expelled, the complaining

witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **Procedures for the Consideration of Suspension and Expulsion of Students With Disabilities**

1. Notification of SELPA (or District, if the Charter School is a School of the District for purposes of special education).

The School shall immediately notify the SELPA (or District, if applicable) and coordinate the procedures in this policy with the SELPA (or District) the discipline of any student with a disability or student who the School or SELPA (or District) 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 or 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, any teacher observations, and any relevant information provided by the parents to determine:

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

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

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.
- c.) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.
- d.) If the Charter School, the parent, 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 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 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), or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent 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

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

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

- a.) Carries or possesses a weapon, as defined in 18 USC 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.
- c.) Has inflicted serious bodily injury, as defined by 20 USC 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 IDEIA 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 the Charter School's supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b.) The parent has requested an evaluation of the child.
- c.) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of 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 IDEIA-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 of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## **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.

## **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 pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

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

If the Administrative panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

## **Written Notice to Expel**

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- 1.) Notice of the specific offense committed by the student; and
- 2.) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the District. This notice shall include the following:

- 1) The student's name; and
- 2) The specific expellable offense committed by the student.

## **Disciplinary Records**

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

## **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.

## **Expelled Pupils/Alternative Education**



Parents/guardians of 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.

### **Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board 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 year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

### **Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and parent/guardian or representative 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 Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission 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.

## **Attendance Policy**

### **Family Expectations**

Every student's parent/ guardian is responsible for ensuring their student arrives on time to school every school day either by drop off, carpool, or other safe transit. Students should have a safe way to get home after school or when they are done with their afterschool activities.

To ensure the wellbeing of all our students, Growth Public Schools ("GPS" or "School") has a closed campus. Once students arrive they are expected to stay on school grounds until the end of the regularly scheduled school day. Students will only be excused during the day before dismissal if a parent or guardian picks them up from school directly or gives written permission for someone else to pick them up. Whoever picks up the students is expected to check in at the front desk and sign the student out. Parents picking up students at the end of the regularly scheduled school day do not need to sign their students out.

### **Excused Absences for Classroom Based Attendance**

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law or Board policy.

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

1. Personal illness;
2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometric, or chiropractic appointments;
4. Attendance at funeral services for a member of the immediate family:
  - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
  - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's immediate household.
5. Participation in religious instruction or exercises in accordance with Charter School policy:
  - a. The student shall be excused for this purpose on no more than four school days per month.

In addition, a student's absence shall be excused for justifiable personal reasons such as:

1. Appearance in court;
2. Attendance at a funeral;
3. Observation of a holiday or ceremony of his/her religion;
4. Attendance at religious retreats for no more than four hours during a semester.
5. Attendance at the pupil's naturalization ceremony to become a United States citizen.

### **Method of Verification**

Where advanced notice is possible, a student's parent/guardian must call 916-394-5007 to speak with the Office Manager, or other administrator regarding the date(s) and time(s) their student will not attend class. Where advanced notice is not possible, parents/guardians should call 916-394-5007 before school begins on the day the student will be absent for all or part of the school day. Students or families are expected to provide a note to the front desk upon the student returning to School. Students who are absent or tardy for other reasons and/or do not have a note signed by a parent/guardian will be marked as unexcused.

### **Returning to School after an Illness or Prolonged Absence**

A student returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization, must have written permission by a healthcare provider to attend school, including any recommendations regarding physical activity and exertion. A student returning to school with sutures, casts, crutches, or a wheelchair must have a physician's written permission to attend school and must comply with any safety procedures required by the school administration. An excuse from physical activity may be granted if a student is unable to participate in regular or modified curriculum for a temporary period of time due to illness or injury. A parent's written request for an excuse will be accepted for up to one day; thereafter, a written request is needed from the student's health provider.

### **Student Expectations**

Students at GPS are expected to arrive on time to every class or meeting with their teachers and mentors, every day. This means being present and seated in their assigned seat for each class at the appropriate start time. Students know their class schedule, which room each class is in, and what time it starts and ends.

Students who are late arriving to school are expected to sign in at the front desk and receive a tardy pass before going immediately to class. Upon entering, students will provide teachers with the tardy pass and join the class with minimal disruption to teaching and learning.

### **Process for Students Who Are Not in Attendance at the Beginning of the School Year**

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

1. Students who are not in attendance on the first day of school will be contacted by phone to ensure their intent to enroll.
2. Students who have indicated their intent to enroll but have not attended by the third day will receive a letter indicating the student will be disenrolled after the fifth day of school if the student has not attended school without valid excuse.
3. Students who have indicated their intent to enroll but have not attended by the fifth day will receive a phone call reiterating the content of the letter.
4. Students who have not attended by the sixth day, and do not have an excused absence as defined above for not being in attendance will be disenrolled from the roster.
5. The School will use the contact information provided by the parent/guardian in the registration packet.
6. The School will send the Involuntary Removal Notice to the Parent/Guardian and follow the Involuntary Removal process described below.
7. Upon removal, the last known school district of residence will be notified of the student's failure to attend the Charter School and the disenrollment within thirty days of the disenrollment.

### **Excessive Absences or Tardies**

If students struggle to meet our expectations of attendance, to embody our core values and to develop into responsible community members, GPS develops logical consequences where there is a focus on accountability, repairing harm and reintegrating students into the community.

The objective of our absence and truancy policy is for students to attend school consistently so that they are advancing towards their academic goals and are contributing members of our school community. Like our graduated discipline plan, we have increasing levels of interventions to support students and families in meeting this objective.

Note that in the table below, all counts of absences are for a single school year.

Trigger	Concern	School actions
3 unexcused Absences or more than 30 minutes late to school 3 times	<b>First notification of truancy</b>	<ul style="list-style-type: none"> <li>● Send Truancy Letter #1, phone call or email to parent/guardian</li> <li>● Record(s) of written warning for all following actions may be kept at the School for a period of not less than two years, or until the student graduates or transfers from School. If the student transfers, the record may be forwarded to any school receiving the student's school records.</li> <li>● Student may be required to attend makeup classes conducted on one day of a weekend.</li> <li>● School personnel must be available if families request a meeting.</li> <li>● Mentor check-in about truancy and student's status.</li> </ul>
6 unexcused Absences/tardies	<b>Second notification of truancy</b>	<ul style="list-style-type: none"> <li>● Send Truancy Letter #2 to parent/guardian</li> <li>● Hold a Truancy Meeting with student, family, and teachers.</li> <li>● The student may be assigned by the School to an after-school or weekend study program located within the same county as GPS. If the student fails to successfully complete the assigned study program, the student shall be subject to classification as a habitual truant.</li> <li>● Mentor check-in about truancy and student's status.</li> </ul>
9 unexcused Absences/tardies	<b>Third notification of truancy</b>	<ul style="list-style-type: none"> <li>● Send Truancy Letter #3 to parent/guardian</li> <li>● Student may be referred to a School Attendance Review Board ("SARB") or to the county probation department; student, parent and referrer must attend.</li> </ul> <p>In order to refer, you must have:</p> <ul style="list-style-type: none"> <li>● Referral Form</li> <li>● Documentation/Evidence of Interventions <ul style="list-style-type: none"> <li>○ Copy of letters</li> <li>○ Meeting notes</li> <li>○ Any other intervention</li> </ul> </li> <li>● Any other information that would help the case</li> <li>● Reach out to the appropriate contacts and outline the student's case.</li> </ul> <ul style="list-style-type: none"> <li>● Student may also be referred to a probation officer or district attorney mediation program pursuant.</li> <li>● If the student does not successfully complete the truancy mediation program or other similar program, the student shall be subject to the jurisdiction of the juvenile court.</li> </ul>

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|  |  | <ul style="list-style-type: none"><li>• Mentor check-in about truancy and student's status.</li></ul> |
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### **Involuntary Removal Process**

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

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

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

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

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

### **Dis-Enrollment Policy**

GPS values the contributions to community by each family and student. GPS would like all students to remain enrolled and to address any concerns. If parents/guardians are considering withdrawal of their student, we ask that they reach out to both their child's homeroom teacher or Family Group Mentor as well as the Principal and/or the CEO.

If parents/guardians have decided that unenrolling their student is the best option, GPS' office manager will facilitate this process. To complete this process, parents/guardians must dis-enroll their student in person at the school site and sign a withdrawal form. Parents/guardians are responsible to enroll their student in another age appropriate educational program, and GPS can help supply the necessary records upon request from the student's new school.

## Independent Study Policy

The purpose of this policy is to govern the use of Independent Study for students who may be absent for an extended period of time. Independent Study requires approval from the Principal in writing. In an extenuating circumstance (i.e. serious illness or injury) the Principal may approve additional Independent Study days following conference with the parents and teacher.

Independent Study is conducted solely for the educational benefit of the students attending the School as a means to encourage daily engagement in school work even during times of extended absence. No student is required to request or participate in an Independent Study program during an extended absence. Parents are to give advance notice when possible of a request for Independent Study. In an extenuating circumstance (i.e. a serious illness, injury or family emergency), with Principal approval, a certificated staff member/teacher will work with the parent to implement an Independent Study program in an expedited manner with less than one (1) school day notice.

The Board of Directors has adopted the following statements in accordance with Education Code Section 51747:

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

For students in all programs of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be as follows:

- For pupils in kindergarten and grades one through three, **three (3) days**.
- For pupils in grades four through eight, **three (3) days**.

When special or extenuating circumstances justify a longer time for individual students, the director or their designee may approve a period not to exceed **seven (7) days**.

***Missed Assignments and Level of Satisfactory Progress:*** When any student fails to complete **75%** of missed assignments during any period of **ten (10) school days** or fails to make satisfactory progress (as defined below) the school will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study or to return to the regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's permanent record and 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.

Satisfactory educational progress shall be based on all of the following indicators, as applicable:

- Pupil achievement and engagement, as measured by all of the following, as applicable:
  - Statewide assessments that are part of the California Assessment of Student Performance and Progress (a.k.a., "CAASPP", or any other subsequent assessment as certified by the state board of education),
  - The percentage of pupils that have successfully completed courses that satisfy the requirements for entrance to the University of California and California State University,
  - The percentage of pupils who have successfully completed courses that satisfy the requirements for career technical education sequences or programs that align with state board-approved career

technical education standards and frameworks,

- The percentage of pupils who have successfully completed both the university entrance and career technical courses specified above,
  - The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (“ELPAC” or subsequent assessments of English proficiency certified by the state board),
  - The English learner reclassification rate,
  - The percentage of pupils who have passed an advanced placement exam with a score of “3” or higher, and
  - The percentage of pupils who demonstrate college preparedness pursuant to the Early Assessment Program (or any subsequent assessment of college preparedness).
- Pupil engagement, as measured by all of the following, as applicable:
    - School attendance rates,
    - Chronic absenteeism rates,
    - Middle school dropout rates,
    - High school dropout rates, and
    - High school graduation rates.
  - The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
  - Learning requirement concepts, as determined by the supervising teacher.
  - Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher,

**Academic Content:** Independent study shall include the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

Independent study shall include access to all courses offered by the School for graduation and approved by the University of California or the California State University as creditable under the A-G admission criteria, as applicable.

**Tiered Reengagement:** For all pupils who are not generating attendance for more than three schooldays or 60 percent of the instructional days in a school week, or who are in violation of their written agreement, the school shall have procedures including the following reengagement strategies:

- Verifying current contact information for the pupil,
- Notifying parents or guardians of lack of participation within one school day of the absence or lack of participation,
- A plan for outreach from the school to determine pupil needs, including a connection with health and social services, as necessary,

- A clear standard requiring a pupil-parent-educator conference, as defined below, to review the pupil's written agreement, reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the school's policies regarding the maximum amount of time allowed between the assignment and completion of pupil's assigned work, satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in independent study,

For the purposes of this policy, "pupil-parent-educator conference" means a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.

**Opportunities for Live Interaction and Synchronous Instruction:** The School shall plan to provide opportunities for live interaction and synchronous instruction as follows for all pupils engaged in independent study:

- For pupils in transitional kindergarten through grades 1 to 3 inclusive, the School shall plan to provide opportunities for daily synchronous instruction for all pupils throughout the year,
- For pupils in grades 4 to 8 inclusive, the School shall plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the year,

For the purposes of this policy, "live interaction" means interaction between the pupil and certificated or non-certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication.

For the purposes of this policy, "synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher of record and the pupil.

**Return to In-Person Instruction:** For pupils whose families wish to return to in-person instruction from independent study, the School shall allow the student to return expeditiously, and in no case later than five instructional days,

**Written Agreements:** (5 C.C.R. § 11702) A current written agreement for each independent study pupil shall be maintained on file for each participating student. Each agreement shall be signed, dated, and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. The independent study agreement for a student will require and cover a study plan that represents the same amount of study that would be required of a student in the classroom and be consistent with the School curriculum and course of study of students participating in the regular classroom setting.

**Agreement Content:** Each independent study written agreement shall contain at least all of the following provisions:

- 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 academic progress.
- The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access for all pupils to the connectivity and devices adequate to participate in the academic program and complete assigned work.
- A statement of the policies adopted 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 prior to an evaluation of whether or not the pupil should be allowed to continue in independent study. The level of satisfactory educational progress and missed assignments shall conform to the requirements specified above in this policy.

- The duration of the independent study agreement, including the beginning and ending dates for participating in independent study, recognizing that no independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits, or for elementary grades pupils, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- 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 as needed to be consistent with the student's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate.

Written agreements shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent/guardian/caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. Written agreements may be maintained electronically along with and may include subsidiary agreements, such as course contracts and assignment and work records. Written agreements may be signed using electronic signatures that comply with applicable state and federal standards and are intended by the signatory to have the same effect as a handwritten signature.

Before signing a written agreement pursuant to this section, and upon the request of the parent or guardian of a pupil, the School shall conduct a phone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

- (a) For pupils in all grade levels offered by the 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 3 school days.
- (b) The assignment must be completed and returned to the teacher through a face to face meeting, facsimile, mail, or other credible method of meeting and reviewed upon completion of the Independent Study Program for all grades, unless extended by the Principal in consultation with the teacher.
- (c) An evaluation will be made by a committee made up of the student's teacher and the Principal as to whether it is in the student's best interest to participate in the Independent Study program during an absence upon the student missing three (3) assignments. A written record of the findings of this evaluation shall be placed in the student's permanent record and shall be maintained for a period of three (3) years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(d) A written Independent Study master agreement for each student shall be maintained on file. Each agreement shall be signed and dated and in effect prior to the start of reporting attendance (“ADA”) pursuant to that agreement. The agreement shall contain all the items listed below:

- The manner, time, frequency and place for submitting a student’s assignments and for reporting his or her progress.
- The objectives and methods of study for the student’s work, and the methods utilized to evaluate that work.
- The specific resources, including materials and personnel, that will be made available to the student.
- A statement of the policies adopted herein regarding the maximum length of time allotted between the assignment and the completion of a student’s assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in Independent Study.
- The duration of the Independent Study agreement, including the beginning and ending dates for the student’s participation in Independent Study under the agreement. No independent study agreement shall be valid for any period longer than one (1) school year.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- The inclusion of a statement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- Each written agreement shall be signed, prior to the commencement of Independent Study, by the student, the student’s parent, legal guardian, or caregiver, if the student is less than 18 years of age, the certificated teacher/staff member who has been designated as having responsibility for the general supervision of independent study, and all other persons who have direct responsibility for providing instructional assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

(e) Attendance Accounting: The School recognizes that families may not evenly distribute student’s work assignments over weekdays. However, due to strict State law requirements for charter school attendance, the School expects each student to be engaged in an educational activity required of them in the assignment on each weekday that the School is in session and asks that this “daily engagement” be documented on a daily basis in the student log by the parent/guardian. This should not be read to prohibit schoolwork on weekends and should not be read to dictate the manner in which a family distributes the assignments over the independent study period.

The School asks that a parent/guardian refrain from documenting any “daily engagement” on a day where a student did not engage in any educational activity required of them by the assignment. Work done on weekends or other days when school is not in session cannot be used to “make-up” weekdays where no “daily engagement” occurred.

## **Internet and Device Acceptable Use Policy**

Although this is a long and detailed policy, it is very important that you read it thoroughly because it explains everything you need to know about using the Internet, computers and other devices at Growth Public Schools (“GPS” or “School”). It is your responsibility to use the Internet in ways that follow and support this policy.

All electronic usage throughout GPS, including the things you do on a day to day basis, will be governed by this Policy. Your use - or misuse - of any electronics while at School will be interpreted according to this Policy.

If you have any questions about the expectations set out in this Policy, please contact the CEO, Principal, or Chief Operating Officer.

### **General Principles of Access**

GPS provides access to the Internet, including access to e-mail, for its school, faculties, students, and guests. Guests include, but are not limited to, parents, student teachers, temporary employees, parent volunteers, and other School volunteers. All Internet access, including the use of email, occurs through GPS’ system.

This Internet and Device Acceptable Use Policy governs all electronic activity, including e-mail and access to the Internet, which is undertaken by GPS faculties, students, and parents/guardians either in their official GPS capacity or as part of the educational, instructional or extracurricular programs connected to GPS. No GPS faculty member, student, guest or parent/guardian may engage in activities prohibited by this Policy, whether through GPS’ Internet service or through any other Internet Service Provider, for whatever reason. Parents/guardians are strongly encouraged to discuss and monitor their child’s school Internet use and to discuss any issues or concerns that they may have with the school’s teacher and administrators. All use of the Internet will be governed by this Policy.

### **Technology Team Responsibilities**

- The Chief Executive Officer, or his/her designee, will serve as the coordinator to oversee Internet access on GPS systems.
- The Chief Executive Officer, the Principal, and the Chief Operating Officer are responsible for the dissemination of this Internet and Device Acceptable Use Policy and they will work to enforce this policy on their site.
- GPS reserves the right to revise this Internet and Device Acceptable Use Policy, as it deems necessary, and it will always post the current policy on the School’s websites as notice to students of any revisions.

### **Limitation of Liability**

GPS makes no warranties of any kind, either express or implied, that the functions or the services provided by or through the GPS system will be error-free or without defect. GPS will not be responsible for any damages students may suffer, including but not limited to, loss of data or interruptions of service. GPS is not responsible for the accuracy or quality of the information obtained through or stored on the system. GPS will not be responsible for financial obligations arising from a user’s unauthorized use of the system.

Neither GPS nor its staff shall be responsible for the failure of, or any losses resulting from, any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

## Content Filtering

GPS has installed Internet filtering software in a best-effort attempt to block user access to inappropriate and/or harmful content on the Internet, such as to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While GPS is able to exercise reasonable control over content created and purchased by the School, it has limited control over content accessed via the internet and no filtering technology is 100% effective and this technology may occasionally fail. In the event that the filtering software is unsuccessful and students gain access to inappropriate and/or harmful material, neither the School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. *GPS filter systems adhere to the US Congress enacted Children's Internet Protection Act ("CIPA") guidelines, updated 2011: <http://www.fcc.gov/guides/childrens-internet-protection-act>*

The filter is set at the most restrictive setting in restricting access to Internet sites that may contain interactive chat or mail or information regarding:

- Sex acts
- Sex attire
- Sex/nudity
- Sex/personal
- Basic sex education
- Advanced sex education
- Sexuality
- Sports
- Gambling
- Pornography
- Hacking
- Proxy avoidance
- Addictions
- Forums
- Social Networks
- Violence
- Streaming Music
- Non Academic Videos
- Illegal Drugs
- Weapons
- Criminal Activity
- Chat
- Torrenting
- Hate and Intolerance

## Regulations of Access

### 1. Important Consequences of Access

- GPS will always cooperate fully with local, state, or federal officials in any lawful investigation concerning or relating to any illegal activities conducted through the GPS system.
- Internet access is a privilege, not a right, and all students should be aware that GPS may revoke Internet access for any reason. If a student's access is revoked, GPS will provide an explanation for the revocation and the school site will ensure that the student continues to have equal access to participate in the educational program.
- It is very important for students and families to understand that violations of this Internet and Device Acceptable Use Policy DO count as disciplinary actions. All violations of this policy will be addressed according to the graduated discipline plan of the School. Students and their families WILL have to meet specific concerns related to the violation and cooperate with the School to help the student acquire the specific behaviors necessary to behave appropriately on an electronic network.

### 2. Privacy

***Students of the GPS system should understand that there is no expectation of privacy on this system.***

- GPS reserves the right to monitor the use of the Internet through its system, at all times. GPS will collect and store information about usage which includes, but may not be limited to, the date and time a user visits the site and information about the user's activities while online. Except as otherwise specified in this Internet and Device Acceptable Use Policy, GPS will not use cookies to gather personal identifying information about any of its students. (Cookies are computer programs that store information about a user on a computer hard drive or disk and allow GPS, among other things, to verify whether a visitor is an authorized user of the GPS system.) Personal identifying information includes, but is not limited to, names, home addresses, email addresses, and telephone numbers.
- As required by CIPA, GPS will monitor students' online activities. Such monitoring may lead to discovery that the user has violated or may be violating the GPS Internet and Device Acceptable Use Policy, the student handbook, or the law. GPS also reserves the right to monitor other students' (e.g., non-students) online activities through its systems.
- GPS reserves the right to employ and review the results of software that searches, monitors, and/or identifies potential violations of the Internet and Device Acceptable Use Policy.
- Students should be aware that their personal files may be discoverable in court and administrative proceedings and in accordance with public records laws.
- GPS students should have no privacy expectation in the contents of their personal files and records of their online activity while on the GPS system. GPS does not encourage students to store personal data on the GPS system - GPS cannot be responsible for the loss or damage of such data.

**3. Parental Notification and Responsibility**

- Where appropriate, the School will provide students and parents with guidelines and instructions for student safety while using the Internet.
- GPS Internet and Device Acceptable Use Policy contains restrictions on accessing inappropriate material. However, there is a wide range of material available on the Internet, some of which may or may not fit the particular values of students and families. While student use will be supervised and logged, it is not practically possible for GPS to monitor and enforce a wide range of social values in student use of the Internet. Further, GPS recognizes that parents bear primary responsibility for transmitting their particular set of family values to their children. GPS strongly encourages parents to specify to their child(ren) what material is and is not acceptable for their child(ren) to access through the GPS system.

**4. Access**

- Students will generally be provided with Internet access. This document describes the terms of that access. In addition, a school may decide to create a written agreement or "compact" with parents that expands the terms and responsibilities of the student, parent, and school in further detail. However, that written agreement may not permit any Internet or e-mail activity prohibited by this Internet and Device Acceptable Use Policy, and it may not prohibit any such activity permitted by this Policy.

## 5. Limitations on Internet Usage

- Personal Safety Violations For Students
  - GPS strongly recommends that all students follow the two guidelines below, at all times:
    - students do not post or transmit photographs or personal contact information about themselves or other people.
    - students do not agree to meet with someone they have met online.
  - GPS requires that students promptly disclose to their mentor or other School employee any electronic message they receive that is inappropriate or makes them feel uncomfortable.

## 6. Illegal Activities

*All students should be aware that engaging in any of the following illegal activities will result in disciplinary action by GPS.*

- Students shall not attempt to gain unauthorized access to the GPS system or to any other computer system through the GPS system, or go beyond their authorized access. This prohibition includes intentionally seeking information about passwords belonging to other students, modifying passwords belonging to other students, illegally obtaining wireless passkeys, or attempting to login through another person's account. Further, students may not attempt to access, copy, or modify another user's files. These actions are not permitted and may be illegal, even if only for the purposes of "browsing."
- Students shall not attempt to subvert network security, impair the functionality of the network, or bypass restrictions set by network administrators. Students are also prohibited from destroying data by spreading computer viruses or vandalizing data, software, or equipment, and from using hacking tools on the network or intentionally introducing malicious code or viruses into the School's network. Students shall also not install software on School equipment without the permission of a teacher or other authorized School staff person or use any software or proxy service to obscure either the student's IP address or the sites that the student visits.
- Students shall not use the GPS system to engage in any other illegal act, such as arranging for a drug sale, engaging in criminal gang activity, threatening the safety of a person, etc. Students shall also not engage in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
- Students shall not use the GPS system to download illegal music, books, video, software or other content in violation of licensing requirements, copyright or other intellectual property rights and without payment to the originator.
- Users shall not use software applications that have a continuous connection to the internet that is streaming steadily and consuming large amount of internet bandwidth (e.g. bit-torrent, etc.) for the purpose of obtaining illegal content.
- Students shall not download, view or share inappropriate content, including pornographic, defamatory or otherwise offensive material.

- Students shall not conduct any activity that is in violation of School policy, the student code of conduct or local, state or federal law. Students shall also not use GPS systems to conduct for-profit business.
- Students shall not access or attempt to access material or systems on the network that the student is not authorized to access.

## 7. System Security

- Students are responsible for the use of their individual account if applicable and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should a user provide their password to another person, except for teachers or other authorized School personnel who may require students to provide their passwords.
- Student users will immediately notify a teacher or other authorized School personnel if they identify a possible security problem (such as disclosure of their password to another person) and they will then immediately notify the technology team. Students should not attempt to uncover security problems because this may be construed as an illegal attempt to gain access.
- GPS will install and maintain anti-virus software on each computer, as required. Updates, typically referred to as "virus definitions," will be updated as the manufacturer recommends.

## 8. Inappropriate Language

*All students should be aware that using inappropriate language electronically can be damaging to others and may lead to disciplinary action.*

- Restrictions against inappropriate language apply to public messages, private messages, and material posted on Web pages.
- Students will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, abusive or disrespectful language.
- Students will not post information that could interfere with the educational process or cause a danger of disruption in the educational environment.
- Students will not engage in personal attacks, including prejudicial or discriminatory attacks.
- Students will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If a user is told by a person to stop sending them messages, they must stop.
- Students will not knowingly or recklessly post false or defamatory information about a person or organization.
- Students should not repost a message that was sent to them privately without permission of the person who sent them the message.
- Students should not post private information about another person.

## 9. Respecting Resource Limits

- Students will use the system for educational and professional activities.
- Students will refrain from downloading large files unless absolutely necessary. If necessary, students will download the file at a time when the system is not being heavily used.

- Students will not post chain letters or engage in "spamming." Spamming is sending an annoying or unsolicited message to many people, except that an unsolicited message sent by a supervisor relating to work activity does not constitute spamming.
- Students will check their email frequently and delete unwanted messages.
- Students will not send e-mail containing commercial links unless the link is predominantly instructional in nature.
- Users will not use the system to engage in harming or bullying.
- Users should not expect assistance with exporting or importing their email for transference or archival.

#### 10. Plagiarism and Copyright Infringement

- Students will not plagiarize works that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.
- Students will respect the rights of copyright owners and not infringe on those rights. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not she/he can use a work, she/he should request permission from the copyright owner.

#### 11. Access to Inappropriate Material

- Students will not use the GPS system to access material that is profane or obscene (e.g., pornography), that advocates illegal or dangerous acts, or that advocates violence or discrimination towards other people (e.g., hate literature). For students, a special exception may be made if the purpose is to conduct research and is approved by the teacher.
- If students inadvertently access such information, they should immediately disclose the inadvertent access in a manner specified by their school. This will protect students against an allegation that they have intentionally violated the Internet and Device Acceptable Use Policy.

#### 12. Other

- Students will not use the Internet for advertising, promotion, commercial purposes, or similar objectives.
- Students will not use the Internet to conduct for-profit business activities or to engage in religious activities. Students are also prohibited from engaging in any non-governmental related fund raising or public relations activities such as solicitation for religious purposes, lobbying for political purposes, or soliciting votes. GPS is not responsible for this or any other commercial activity students engage in.
- Students will not rebroadcast or piggyback on existing systems to create personal micro wifi hotspots at the School.

### **Email Policy**

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



## **Email Acceptable Use Guidelines**

“Acceptable” e-mail activities are those that conform to the purpose, goals, and mission of GPS and to each user's responsibilities. Students shall have no right to privacy while using GPS internet or e-mail system. The following actions are prohibited:

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

## **Account Termination**

- Upon withdrawing from School, all student accounts will be deactivated, and data retained by GPS.
- Alumni (graduates) of GPS will retain access to their GPS email account.

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

## **Device Use**

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

- Any attempt to modify or damage a device, network, or software
- Any attempt to modify the original system configurations
- Improper use of the device equipment
- Installation or use of non-academic games on GPS systems
- Recreational game playing
- Unauthorized use of a GPS account belonging to another user
- Unauthorized reading, use of, or deletion of private files or email belonging to another user
- Sharing username and passwords with other students or any other person
- Any attempt to circumvent (hacking/bypassing) system protection and security features
- Knowingly using any system to produce system failure or degrade performance

- Engaging in unauthorized duplication, alteration or destruction of data, programs or software
- Transmitting or disclosing data, programs or software belonging to others or duplicating copyrighted materials
- Use of device resources for private purposes, including, but not limited to, the use of device resources for profit making or illegal purposes

GPS reserves the right to investigate any of the above abuses, as well as any other interference with the proper functioning of the GPS network or infringements upon another user's rights. Any violation will result in disciplinary action. Consequences vary but may include suggested payments for damages and or restorative practices if payment is limited or not possible. Replacement costs are listed below. The School's CEO and Principal will make the final decision.

<b>Item</b>	<b>Cost</b>	<b>Repair/Replacement needed if...</b>
Earbuds	\$1	Earbuds are lost/broken.
Charger	\$30	Charger is lost/broken.
Display Cable	\$20	Connection to the screen is damaged/Screen is separated from rest of tablet.
Screen	\$70	Screen is cracked.
Tablet	\$300	Original Tablet is not accepted for warranty due to exterior/water damage. Original Tablet is not able to be repaired and is decommissioned. Original tablet is lost.

### **Take Home Policy**

Individual families can discuss policies for taking home tablets and chargers. This will be determined on a case-by-case basis, taking into account the academic need and desired improved outcomes as a result of taking the tablet and charger home. The Internet and Device Acceptable Use Policy continues to be applied to all students and all devices, regardless of the location where the device is being used. The technology resources provided are intended for student learning, therefore the policies must be adhered to for both safety and compliance. Families should note: while there is some content filtering that is part of the individual tablets, content filtering capabilities will vary and may be reduced depending on the non-GPS network(s) that tablets may connect to.

## ACCEPTABLE USE AGREEMENT

Growth Public Schools (“GPS” or “Charter School”) believes that providing access to technology enhances the educational experience for students. However, student use of school computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students shall:
  - a. Not attempt to gain unauthorized access to the GPS system or to any other computer system through the GPS system, or go beyond their authorized access. This prohibition includes intentionally seeking information about passwords belonging to other students, modifying passwords belonging to other students, illegally obtaining wireless passkeys, or attempting to login through another person's account. Further, students may not attempt to access, copy, or modify another user's files. These actions are not permitted and may be illegal, even if only for the purposes of "browsing."
  - b. Safeguard all personal passwords. Students should not share passwords with others. Students are expected to notify an administrator immediately if they identify a possible security problem.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering technology is 100% effective and this technology may occasionally fail. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate school policy or local law. These include but are not limited to:
  - a. Attempting to subvert network security, impair the functionality of the network, or bypass restrictions set by network administrators.
  - b. Destroying data by spreading computer viruses or vandalizing data, software, or equipment.
  - c. Using hacking tools on the network or intentionally introducing malicious code or viruses into the School's network.
  - d. Installing software on Charter School equipment without the permission of a teacher or other authorized School staff person or using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - e. Engaging in any other illegal act, such as arranging for a drug sale, engaging in criminal gang activity, threatening the safety of a person, etc.
  - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
  - g. Downloading illegal music, books, video, software or other content in violation of licensing requirements, copyright or other intellectual property rights and without payment to the originator.
  - h. Using software applications that have a continuous connection to the internet that is streaming steadily and consuming large amount of internet bandwidth (e.g. bit-torrent, etc.) for the purpose of obtaining illegal content.

- i. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - j. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
  - k. Conducting for-profit business.
  - l. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
5. **No Expectation of Privacy.** Student acknowledges that GPS reserves the right to monitor the use of the Internet through its system, at all times. GPS will collect and store information about usage which includes, but may not be limited to, the date and time a user visits the site and information about the user's activities while online. Except as otherwise specified in this Internet and Device Acceptable Use Policy, GPS will not use cookies to gather personal identifying information about any of its students. Personal identifying information includes, but is not limited to, names, home addresses, email addresses, and telephone numbers. GPS students should have no privacy expectation in the contents of their personal files and records of their online activity while on the GPS system. GPS does not encourage students to store personal data on the GPS system - GPS cannot be responsible for the loss or damage of such data.
  6. **Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
  7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
  8. **Inappropriate Language.** All students should be aware that using inappropriate language electronically can be damaging to others and may lead to disciplinary action.
  9. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Charter School policy and applicable laws.
  10. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Internet and Device Acceptable Use Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Internet and Device Acceptable Use Policy, reflects the entire agreement and understanding of all parties.

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**As a user of Charter School technologies, I have read Internet and Device Acceptable Use Policy and hereby agree to comply with it and the Acceptable Use Agreement.**

I understand that computer use is a privilege and not a right. I understand that if I violate this policy in any way, I will be subject to a referral and possible suspension. I understand that the parent or guardian of a minor student shall be liable for the replacement cost for property the Charter School loaned to the student that the student fails to return or that is willfully cut, defaced or otherwise damaged, up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code 48904).

Student Name (please print): \_\_\_\_\_ Grade: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Please Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For School Employees Only**

I have read, understand and agree to abide by the Internet and Device Acceptable Use Policy and the Acceptable Use Agreement. I understand that the schools policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the schools technology, in addition to any separate policies governing employee use of technology.

Employee Signature: \_\_\_\_\_

Employee Name (Please Print) \_\_\_\_\_

## **Cell Phone & Other Electronic Signaling Devices Policy**

Growth Public Schools (“GPS” or “Charter School”) will permit students to possess but not use cell phones and other electronic signaling devices except outside of the school day. Students who possess these devices are to keep them turned off and out of view. However, no student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the student and use of which is limited to purposes related to the health of the student. All students are required to adhere to the following guidelines regarding cell phones and other electronic signaling devices:

Cell phones and other electronic signaling devices may be used:

- Off campus before or after school.
- When a state of emergency has been declared (verbally or in writing) by the Charter School Principal or designee.

Cell and other electronic signaling devices phones may not be used:

- During instructional classroom time, including assemblies, and any other school activity, which takes place during the regularly scheduled school day on or off campus,
- During break or lunch, or
- On field trips or School sponsored excursions.

Possession of a cell phone or other electronic signaling device is a privilege, which may be forfeited by any student who fails to abide by the terms of this policy. All employees shall remove any cell phone or other electronic signaling device from possession of a student violating this policy. Parents/guardians will be contacted to pick up any confiscated cell phone or other electronic signaling device. All other applicable student discipline policies shall continue to apply in response to a student failing to abide by the terms of this policy.

Students who possess a cell phone or other electronic signaling device shall assume responsibility for its care. At no time shall the Charter School be responsible for preventing theft, loss or damage to cell phones or other electronic signaling devices brought onto campus.

## Educational Records and Student Information Policy

The Board of Directors (the “Board”) of Growth Public Schools (“GPS” or “Charter School”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by GPS.

### I. DEFINITIONS

#### 1. Education Record

An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche containing information directly relating to a student that is maintained by GPS or by a party acting for GPS. Such information includes, but is not limited to:

- a. Date and place of birth; parent and/or guardian’s address, mother's maiden name and where the parties may be contacted for emergency purposes;
- b. Grades, test scores, courses taken, academic specializations and school activities;
- c. Special education records;
- d. Disciplinary records;
- e. Medical and health records;
- f. Attendance records and records of past schools attended; and/or
- g. Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- A. Records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute;
- B. In the case of a person who is employed by GPS but who is not in attendance at such agency or institution, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for use for any other purpose;
- C. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at GPS;

- D. Records that only contain information about an individual after he or she is no longer a student at GPS; or
- E. Grades on peer-graded papers before they are collected and recorded by a teacher.

2. Personally Identifiable Information

Personally identifiable information is information about a student that is contained in his or her education records that cannot be disclosed without compliance with the requirements of FERPA. Personally identifiable information includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combinations, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who GPS reasonably believes knows the identity of the student to whom the education record relates.

3. Directory Information

GPS may disclose the personally identifiable information that it has designated as directory information, consistent with the terms of GPS' annual notice provided pursuant to the Family Educational Rights and Privacy Act of 2001 (20 U.S.C. § 1232g) ("FERPA"). GPS has designated the following information as directory information:

- Student's name
- Telephone listing
- Student's electronic mail address (if they have one)
- Parent/guardian's electronic mail address
- Photograph

4. Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

5. Eligible Student

Eligible student means a student who has reached eighteen (18) years of age.

6. School Official

A school official is a person employed by GPS as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of GPS. A school official also may include a volunteer or an independent contractor outside of GPS who performs an institutional service or function for which GPS would otherwise use its own employees and who is under the direct control of GPS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

7. Legitimate Educational Interest



A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

## **II. DISCLOSURE OF DIRECTORY INFORMATION**

At the beginning of each year, GPS shall provide parents and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent's or eligible student's right to request that GPS not release "directory information" without obtaining prior written consent from parent or eligible student; and 3) The period of time within which a parent or eligible student may notify GPS in writing of the categories of "directory information" that it may not disclose without the parent or eligible student's prior written consent.

The primary purpose of directory information is to allow GPS to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets

## **III. ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS**

At the beginning of each school year, in addition to the notice required for directory information, GPS shall provide parents and eligible students with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA
4. File with the U.S. Department of Education a complaint concerning alleged failures by GPS to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that GPS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that GPS forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

#### **IV. PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Principal. Within five (5) business days, GPS shall comply with the request.

##### **1. Copies of Education Records**

GPS will provide copies of requested documents within five (5) business days of a written request for copies. GPS may charge reasonable fees for copies it provides to parents or eligible students. The charge will not include a fee to search for or to retrieve the education records.

##### **2. Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Principal to correct or remove any information in the student's education record that is any of the following:

- (1) Inaccurate;
- (2) An unsubstantiated personal conclusion or inference;
- (3) A conclusion or inference outside of the observer's area of competence;
- (4) Not based on the personal observation of a named person with the time and place of the observation noted;
- (5) Misleading; or
- (6) In violation of the privacy rights of the student.

The request must be submitted within thirty (30) days of the discovery of the inaccurate or misleading information or a violation of the student's right of privacy, clearly identify the part of the record they want changed, and specify why it should be changed. GPS will respond within ten (10) days of the receipt of the request to amend. GPS' response will be in writing and if the request for amendment is denied, GPS will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

If the Principal sustains any or all of the allegations, he or she must order the correction or the removal and destruction of the information. The Principal or Principal's designee must then inform the parent or eligible student of the amendment in writing. However, the Principal shall not order a pupil's grade to be changed, unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade.

##### **3. Hearing to Challenge Education Record**

If GPS denies a parent or eligible student's request to amend an education record, the parent or eligible student may request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is: inaccurate, misleading, in violation of the privacy rights of the student, an unsubstantiated personal conclusion or inference; a conclusion or inference outside of the observer's area of competence; or not based on the personal observation of a named person with

the time and place of the observation noted.

The Principal or the Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the pupil's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- 1) The Principal of a public school other than the public school at which the record is on file;
- 2) A certificated employee; and
- 3) A parent appointed by the Principal or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by GPS to the parent or eligible student no later than twenty (20) days before the hearing.

The hearing will be conducted by the Principal or his/her designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. The decision of the Principal or his/her designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, GPS' decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, GPS decides that the information is inaccurate, misleading, in violation of the privacy rights of the student, an unsubstantiated personal conclusion or inference, a conclusion or inference outside of the observer's area of competence, or otherwise not based on the personal observation of a named person with the time and place of the observation noted, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, GPS decides that the information in the education record is not inaccurate, misleading in violation of the privacy rights of the student, an unsubstantiated personal conclusion or inference, a conclusion or inference outside of the observer's area of competence, or otherwise not based on the personal observation of a named person with the time and place of the observation noted, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of GPS, or both. If GPS places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

## **V. DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION**

GPS must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records. Signed and dated written consent may include a

record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

If you do not want GPS to disclose directory information from your child's education records without your prior written consent, you must notify GPS in writing at the time of enrollment or re-enrollment. Please notify the front office at 916-394-5007 or [info@growthps.org](mailto:info@growthps.org).

GPS will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. GPS must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, the GPS will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that GPS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

Parents and eligible students have the right to request that GPS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

GPS will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

1. School employees who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. GPS will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, GPS will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the GPS in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster

parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by GPS for student and parents, and any individualized education program (“IEP”) or Section 504 plan that may have been developed or maintained by GPS; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by GPS with respect to that alleged crime or offense. GPS may disclose the final results of the disciplinary proceeding, regardless of whether GPS concluded a violation was committed.

## **VI. RECORD KEEPING REQUIREMENTS**

GPS will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of GPS in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of GPS and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, GPS officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, GPS officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of GPS.

Student cumulative records may not be removed from the premises of GPS, unless the individual removing the record has a legitimate educational interest, and is authorized by the Principal, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the GPS premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

## **VII. COMPLAINTS**

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by GPS to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-5920

## **VIII. RECORD RETENTION**

GPS complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations sections 432 and 437, per the following:

Mandatory Permanent Pupil Records: must be maintained indefinitely. These records are defined as:

- Legal name of pupil
- Date of birth
- Method of verification of birth date
- Sex of pupil
- Place of birth
- Name and address of parent of minor pupil
  - o Address of minor pupil if different than above
  - o An annual verification of the name and address of the parent and the residence of the pupil
- Entering and leaving date of each school year and for any summer session or other extra session
- Subjects taken during each year, half year, summer session or quarter
- If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
- Verification of or exemption from required immunizations
- Date of high school graduation or equivalent.

Mandatory Interim Pupil Records: must be maintained until their usefulness ceases and may be destroyed after three (3) years following the pupil's completion or withdrawal from school. These records are defined as:

- A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.
- Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
- Participation in special education programs including required tests, case studies, authorizations, and action necessary to establish eligibility for admission or discharge
- Language training records
- Progress slips and/or notices
- Parental restrictions regarding access to directory information or related stipulations.
- Parental or adult pupil rejoinders to challenged records and to disciplinary action

■ Parental authorizations or prohibitions of pupil participation in specific programs

■ Results of standardized tests administered within the preceding three years

Permitted Records: must be maintained until their usefulness ceases and may be destroyed after six (6) months following the pupil's completion or withdrawal from school. These records are defined as:

■ Objective counselor and/or teacher ratings

■ Standardized test results older than three years

■ Routine discipline data

■ Verified reports of relevant behavioral patterns

■ All disciplinary notices

■ Attendance records not covered in the 5 CCR § 400

When a student transfers schools, GPS will mail the original or copy of a student's cumulative file upon request by the receiving district within ten (10) school days.

## **FIELD TRIPS & CULTURAL EXCURSIONS**

The Growth Public Schools (“GPS” or “Charter School”) Board of Directors (the “Board”) recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill the Charter School’s mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet the Charter School’s goal of creating passionate life-long learners. When a student is alert, observant, curious, reflective and respectful, learning and growth can occur anywhere, at any time, and, as educators, we must facilitate this dynamic process. There is no boundary to learning.

The safety and security of our students is a primary priority when planning or participating in field trips or excursions. These activities will be carried out in an appropriate manner to maximize and ensure student safety and to minimize the Charter School’s legal liability and financial cost.

The teaching team will continue to research and provide enriching learning opportunities to share with their students both within the classroom and out in the broader community.

### **Definition**

A field trip or excursion is defined as students leaving Charter School grounds.

#### **Monitoring Field Trips and Excursions**

The teaching team is encouraged to plan, promote, and produce appropriate, effective, exciting and valuable educational field trips and excursions to expand student knowledge base and growth.

The CEO/Principal shall ensure that the field trips and excursions have an adequate number of adults attending and are monitored and are continually evaluated, thereby, ensuring that the activities promote the philosophy, goals and objectives of the Charter School’s educational program.

A first aid kit shall be in the possession of the sponsoring teacher or parent accompanying the GPS employee at all times during the student field trip or excursion.

#### **Field Trip and Excursion Planning and Approval**

The CEO/Principal will ensure that the following items will be adhered to for all Charter School field trips and excursions:

- 1.) The proposed field trip or excursion relates to the Charter School’s educational objectives
- 2.) The correct ratio of adult to students is met for supervision of the activity
- 3.) A means of transportation to and from the activity is provided
- 4.) Adequate restroom facilities, food and water will be available during the activity

Overnight field trips and excursions require both the above procedure and Board approval.

Even though we have a policy of inclusion, there may be a situation when the CEO/Principal must use his or her discretion to exclude a student from a field trip or excursion when that student’s presence and participation would pose a safety or disciplinary risk.



The CEO/Principal shall not approve any activity that he/she considers to be inherently dangerous to students.

### Permission Slips

In an effort to be efficient and environmentally sensitive, parents/guardians will have the option of signing one permission slip form at the beginning of each year authorizing their child(ren) to attend any field trip that is planned during the school year. Parents/guardians may instead, elect to receive and sign individual permission slips for each field trip or excursion throughout the year. Parents will be given advance notice of each field trip or excursion.

Notwithstanding any other portion of this policy, all overnight and out-of-state field trips require an individual permission slip.

The permission slip will include a waiver of all claims against the Charter School, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion.

Items that will be included on the permission slip are:

- 1.) An emergency phone number for the student
- 2.) Any medications the student is required to take with the time and dosage required
- 3.) Any medications the student is allergic to
- 4.) Any other medical information necessary to ensure the student's safety

A copy of a completed and signed permission slip will be kept on the Charter School site by the CEO/Principal and one copy will be given to the teacher to take on the field trip or excursion. These forms will be regularly updated to keep all information current.

### Accident Insurance

The Charter School provides student accident insurance which covers medical expenses arising from student injuries on campus or while participating in a Charter School-sponsored off campus activity. The family's health insurance is primary, but if there is no health insurance, the Charter School's Student Accident Insurance becomes primary. Information and applications for student accident insurance are available from the CEO/Principal.

### Supervision of Field Trips and Excursions

The teacher who coordinated the field trip will be present to supervise the field trip or excursion. The CEO/Principal will be designated as the emergency contact for the group on the field trip or excursion. Any injuries or unusual incidents occurring during the field trip or excursion will be documented in writing by the coordinating teacher and given to the Charter School's CEO/Principal.

GPS employees or volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion. Students are under the jurisdiction of the Board at all times during the field trip or excursion and Charter School rules are to be adhered to at all times. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.

### Parent or Guardian Participation in Field Trips and Excursions

As field trips and excursions are an integral part of the Charter School learning experience, parents are encouraged to participate in an assisting role with students. The CEO/Principal or the coordinating teacher will provide parents and guardians with specific supervisory guidelines prior to any Charter School group trip

involving students. Topics to be included are: safety regulations, emergency responses, and responsibilities of the parent volunteers and language or behavior requirements of all attendees.

A parent or guardian will be assigned to a specific group of students to supervise and will be responsible for these students at all times during the field trip or excursion. Under no circumstances will a parent or guardian consume alcohol or use controlled substances (except for medications taken under a physician's orders) during a field trip or excursion. The parent or guardian will notify the coordinating teacher, in advance of the field trip or excursion, should he/she be under a physician's orders and using medications.

All parents or guardians volunteering to chaperone field trips and excursions are required to sign a waiver of all claims against the Charter School, its employees, and the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion.

### Transportation

At all times during the field trip or excursion, teachers, staff and parents will use the safest mode of transportation and the safest and most direct routes of travel. If travel is by van, the legal occupancy limit must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seat belts at all times.

The Charter School shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used and ensure compliance with the GPS Transportation Safety Plan.

Employee or volunteer drivers who offer to provide transportation for a field trip or excursion must provide a copy of the following:

- Proof of liability insurance for their vehicle with a minimum of \$100K/\$300K coverage,
- A copy of their Driver's License and Car Registration,
- A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion,
- A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on GPS business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport GPS students on Charter School business.
- A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for Charter School field trips and excursions.

Each of these items will be provided to the CEO/Principal or coordinating teacher prior to driving on a field trip or excursion.

Under no circumstances shall students transport other students.

### Rules for Parent/Volunteer Drivers on Day Field Trips

For the volunteer's safety and that of all the students in his/her car, the following rules apply:

1. All Charter School rules apply to students in the volunteer's car. Volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
2. All California driving laws must be followed including child restraint laws: no texting or distracted driving, hands-free phone use only.

3. No movies may be shown in vehicles.
4. No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
5. Maps and directions from the teacher should be reviewed prior to leaving.
6. No purchases for students should be made on the field trip including food or treats for students in the car.
7. Call the Charter School office immediately if there is a problem.

#### Defraying Expenses of Field Trips and Excursions

GPS may charge a fee for field trips and excursions pursuant to section 35330 of the Education Code. However, GPS will endeavor to keep the costs of any field trips affordable for all students' families. In addition, parents or guardians of students may help defray the field trip and excursion costs through voluntary donations. In no event will a student be prevented from participating in the field trip or excursion due to lack of sufficient funds. In accordance with Education Code section 35330(b), GPS will coordinate the efforts of community service groups (including parents or guardians of other students) to supply funds for students in need.

GPS complies with AB 1575. Complaints regarding noncompliance with AB 1575 may be filed with the CEO under the Uniform Complaint Procedures.

#### Voluntary Participation

The coordinating teacher will provide alternative educational activities to those students who choose not to attend a specific field trip or excursion. Parents will have advance notice of any upcoming field trip or excursion and have the option to withdraw their permission for their child to attend that field trip or excursion.

## **FOSTER YOUTH EDUCATION POLICY**

The Board of Directors (the “Board”) of the Growth Public Schools (“GPS” or “Charter School”) recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve applicable academic standards, the Principal or designee shall provide them with full access to the Charter School’s educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in the Charter School’s local control and accountability plan (“LCAP”).

### **Definitions**

*Foster youth* means a child who has been removed from his/her home pursuant to California Welfare and Institutions Code section 309, is the subject of a petition filed under Welfare and Institutions Code sections 300 or 602, or has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602.

*Person holding the right to make educational decisions* means a parent, guardian, or responsible person appointed by a court to make educational decisions pursuant to Welfare and Institutions Code sections 361 or 726, or Education Code section 56055.

*School of origin* means the school that the foster youth attended when permanently housed or the school in which he/she was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, shall determine, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth and in the best interests of the foster youth, the school of origin.

*Best interests* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

### **Policy Objectives**

The Board desires to ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, the Board has directed the Principal to designate a staff person as the liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Principal or designee shall develop strategies to build a foster youth's feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

### **Duties of the Liaison**

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout

from the Charter School of students in foster care.

2. Ensure proper transfer of credits, records, and grades when students in foster care transfer to or from the Charter School.

When a student in foster care is enrolling in the Charter School, the liaison shall contact the school last attended by the student to obtain, within two (2) business days, all academic and other records. When a foster youth is transferring to a new school, the Charter School liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request.

3. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency of pending expulsion proceedings if the decision to recommend expulsion is a discretionary act under the Charter School's charter; pending proceedings to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter; and, a manifestation determination prior to a change in the foster youth's placement, when he/she is a student with a disability under state and federal special education laws.
4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
6. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.
7. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
8. Monitor the educational progress of foster youth and provide reports to the Principal or designee and the Board based on indicators identified in the Charter School's LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.
9. This policy does not grant the liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 361 or 726, a surrogate parent, or a foster parent exercising authority under the Education Code. The role of the liaison is advisory with respect to placement options and determination of the school of origin.

## **Enrollment**

A student placed in a licensed children's institution or foster family home shall attend programs operated by the Charter School unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency, or in another local educational agency.
2. The parent/guardian or other person holding the right to make educational decisions for the student

determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the Charter School indicating that determination and that he/she is aware of the following:

- a. The student has a right to attend a regular public school in the least restrictive environment.
  - b. The alternate educational program is a special education program, if applicable.
  - c. The decision to unilaterally remove the student from the Charter School and to place him/her in an alternate education program may not be financed by the Charter School.
  - d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.
3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.
- a. The student may continue in the school of origin for the duration of the court's jurisdiction.
  - b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the academic school year.
  - c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.
  - d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area of the school district in which the foster youth resides are eligible to attend or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests.

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, consistent with any enrollment procedures if the next school is a charter school. The foster youth shall be immediately enrolled even if he/she:

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation.

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

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster child to attend school, unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster child to attend school.

### **Effect of Absences on Grades**

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances:

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date he/she left school.
2. A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits\***

When a foster youth transfers into the Charter School, the Charter School shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course.

If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that he/she completed at his/her previous school. However, the Charter School may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the Charter School finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course.

In no event shall the Charter School prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

### **Applicability of Graduation Requirements\***

To obtain a high school diploma, a foster youth shall pass the high school exit examination in English language and mathematics (if required by State law), complete all courses required by the Charter School, and fulfill any additional graduation requirement prescribed by the Board.

However, when a foster youth who has completed his/her second year of high school transfers into the Charter School, he/she shall be exempted from all Charter School-adopted coursework and other Charter School-established graduation requirements, unless the Charter School makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within thirty (30) calendar days of the foster youth's transfer, the Principal or

designee shall notify the foster youth, the person holding the right to make educational decisions for him/her, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it.

To determine whether a foster youth is in his/her third or fourth year of high school, the Charter School shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption.

The Principal or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require or request a foster youth to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a foster youth or any person acting on behalf of a foster youth.

Upon making a finding that a foster youth is reasonably able to complete Charter School graduation requirements within his/her fifth year of high school, the Principal or designee shall:

1. Inform the foster youth and the person holding the right to make educational decisions for him/her of the foster youth's option to remain in school for a fifth year to complete the Charter School authorizer's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19, and how that will affect his/her ability to gain admission to a postsecondary educational institution.
2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges.
3. Upon agreement with the foster youth or, if he/she is under 18 years of age, the person holding the right to make educational decisions for him/her, permit the foster youth to stay in school for a fifth year to complete the Charter School's graduation requirements.

### **Eligibility for Extracurricular Activities**

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

### **Complaints of Noncompliance\***

Complaints of noncompliance with this policy shall be governed by the Charter School's Uniform Complaint Procedures policy.

\*These provisions are also applicable to former juvenile court school pupils, which are defined as pupils who, upon completion of the pupil's second year of high school, transfer to a charter school, excluding a charter school or school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school. These provisions may be utilized for such pupils at the Charter School's discretion.



## HOMELESS EDUCATION POLICY

The Governing Board of **Growth Public Schools** (the “Charter School”) desires to ensure that homeless students are provided equal access to the same free, appropriate public education provided to other children and youth. Homeless students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Homeless students will not be stigmatized or segregated in a separate school or program based on the student’s status as homeless.

### Definitions

- ***Homeless children and youths*** means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youths:
  - Who are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; are living in motels, hotels, trailer parks (not including mobile home parks), or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
  - Who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
  - Who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
  - Who are migratory children who qualify as homeless for purposes of this part because the children are living in circumstances described above.
- ***Unaccompanied youth*** includes a youth not in the physical custody of a parent or guardian.
- ***The Charter School is the school of origin*** when the student attended the Charter School when permanently housed or was last enrolled when the student became homeless. The Charter School will not be considered the school of origin when it is contrary to the wishes of a student’s parent(s) or guardian(s), or is not in the best interest of the student.
- In determining the best interest of the child or youth, the School shall:
  - Presume that keeping the child or youth in the school of origin is in the best interest of the child or youth, less it is contrary to the request of the child’s or youth’s parent or guardian, or unaccompanied youth;
  - Consider student-centered factors related to the child’s or youth’s best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child’s or youth’s parent or guardian or unaccompanied youth;
  - If, after conducting the best interest determination based on consideration of the presumption identified above and the student-centered factors identified above, the School determines that it is not in the child’s or youth’s best interest to attend the School, the School shall provide the child’s or youth’s parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal; and

- In the case of an unaccompanied youth, ensure that the School liaison assists in placement or enrollment decisions, gives priority to the views of such unaccompanied youth and provides notice to such youth of the right to appeal.

A child or youth or unaccompanied youth shall be considered homeless for as long as he/she is in a living situation described above.

### **Homeless Liaison**

The School's homeless liaison is: Audria Johnson. The School's homeless liaison is required to do all of the following:

- Ensure that homeless children and youths are identified by school personnel through outreach and coordination activities with other entities and agencies;
- Ensure that homeless children and youth enroll in, and have a full and equal opportunity to succeed in the School;
- Ensure that homeless children and youths have access to and receive educational services for which such families, children, and youth are eligible, and referrals to health care services, dental services, mental health and substance abuse services, housing services and other appropriate services;
- Ensure that the parents or guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- Ensure that enrollment disputes are mediated in accordance with the dispute resolution process outlined below;
- Ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents or guardians, including schools, shelters, public libraries and soup kitchens, in a manner and form understandable to the parents and guardians of homeless children and youths, and unaccompanied youths;
- Ensure that the parent or guardian of a homeless student, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin and is assisted in accessing transportation to the school;
- Ensure that school personnel providing services participate in professional development and other technical support as determined appropriate by the State Coordinator;
- Ensure that unaccompanied youths 1) are enrolled in school; 2) have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth, including implementation of procedures to identify and remove barriers that prevent youths from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school; and 3) are informed of their status as independent students and that the youths may obtain assistance

from the liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid.

### **Enrollment**

All homeless students are required to follow the school's process for enrolling students, including filling out and submitting the school's enrollment packet on time. As with all students, enrollment depends upon availability. In the event of an oversubscription in a grade, homeless students will participate in the lottery as with any other student.

If the homeless student seeking to enroll is unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency or other documentation, this will not serve as a basis for non-enrollment. Provided that the enrollment process has been followed in all other respects, a homeless student will be enrolled in the School despite the missing paper work. Upon enrollment, the School will contact the school last attended by the students to obtain relevant academic and other records.

If the student needs to obtain immunizations, or immunization or medical records, the School will immediately refer the parent or guardian of the student, or the unaccompanied youth, to the Homeless Liaison, who shall assist in obtaining necessary immunizations, or immunization or medical records.

### ***Enrollment Disputes and the Dispute Resolution Process***

If a dispute arises over enrollment in the Charter School of a homeless student, the student will be immediately enrolled to the Charter School in which enrollment is sought, pending resolution of the dispute. "Enrolled" means attending classes and participating fully in school activities.

The Charter School will refer the student and/or his/her parents or guardians to the Homeless Liaison, who will carry out the dispute resolution in accordance with the process set forth below, as expeditiously as possible after receiving notice of the dispute. In the case of an unaccompanied youth, the Homeless Liaison will ensure that the youth is immediately enrolled in school pending resolution of the dispute.

Parents, guardians and unaccompanied youth may provide written or oral documentation to support their positions about enrollment and may seek assistance of social services, advocates, and/or service providers in the dispute process.

The Charter School will provide the parent or guardian of the student with a written explanation of the Charter School's decision regarding enrollment, including the rights of the parent, guardian or unaccompanied youth's appeal the decision. The written explanation will be complete, as brief as possible, simply stated and provided in a language that the parent, guardian or unaccompanied youth can understand.

If the dispute remains unresolved at the Charter School level or is appealed, then the Charter School Homeless Liaison will forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE). The COE's homeless liaison will review these materials and determine the school selection or enrollment decision within five (5) working days of receipt of the materials. The COE homeless liaison will notify the Charter School and parent/guardian/unaccompanied youth of the decision.

If the dispute remains unresolved at the COE level or is appealed to the State, then the COE homeless liaison will forward all written documentation and related paperwork to the State Homeless Coordinator. Upon review, the CDE will notify the parent/guardian/unaccompanied youth of the decision relating enrollment in the Charter School within ten working days of receipt of the materials.

## Comparable Education Services

The MVHA provides a list of comparable services that the students must have access to if offered to other students.

Each homeless student will be provided access to services comparable to services offered to other students in the Charter School, including but not limited to the following:

- Educational services for which the homeless student meets federal, state and local program eligibility criteria
- School nutrition programs

## **FUNDRAISING POLICY**

The Growth Public Schools' ("GPS") recognizes a desire and a need for fundraising. GPS also recognizes a need for restraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students and the general public. GPS' Board of Directors (the "Board") has the responsibility to monitor, supervise and control all fundraising activities on campus and associated with official school programs and activities. All fundraising activities must have prior written approval from the Administration.

### **The GPS fundraising policy stems from the following principles:**

- Fundraisers should be consistent with the mission and values of the GPS charter;
- Fundraising events should help develop and enrich the GPS community;
- Fundraisers should promote diversity by including and incorporating a variety of cultural activities designed to appeal to diverse populations in the larger community;
- Fundraisers should promote students to be problem solvers, innovators, and agents of change;
- Fundraisers should reflect a positive image of GPS and should provide public relations in the community consistent with the GPS mission and spirit.

### **The GPS fundraising policy strives to avoid:**

- Partnerships with businesses or organizations that make a profit from fundraisers but do not share the philosophy and values of GPS;
- The promotion of excessive consumerism, marketing, advertising, or selling commercial products or services;
- Students doing door-to-door canvassing of any kind;
- The sale of junk foods, packaged sweets, sodas or other unhealthy products;
- Raising funds from or promoting any religious products, events or holidays.

The Administration will ascertain that all fundraising events and activities are legal, all necessary permits are obtained, and the site, equipment, and activities are safe and accessible for all participants. Trash and recycle containers should be provided at all fundraising events.

Notice of fundraising events and activities should be disseminated electronically and/or posted in central locations at the school. The Administration or designee shall approve all flyers and notices promoting fundraising events prior to distribution.

### **Voluntary Participation**

In accordance with California Education Code sections 49010 *et seq.*, all participation in GPS fundraising activities is voluntary. Participation in fundraising activities is not required for any student's participation in any educational activity or program. Further, GPS will not discriminate against a student in any way based on whether or not a student or his/her family participated in fundraising activities or contributed time or money to GPS. However, in accordance with California Education Code sections 49010 *et seq.*, students may be provided prizes or other recognition for voluntarily participating in fundraising activities. Complaints regarding noncompliance with California Education Code sections 49010 *et seq.* may be filed under the School's Uniform Complaint Procedures.

### **Corporate/Business Sponsorships and Donations**

In recognition of the need to raise funds from additional sources, the GPS Board will gratefully accept donations (actual and in-kind) to support GPS's programs and operations in accordance with the law and GPS policy.

Only those corporations and businesses whose products, services, and stances are in alignment with and share GPS's mission and philosophy will be accepted, at the discretion of the GPS Board. Acceptance of such donations does not constitute endorsement of the business or sponsor and will be subject to the following terms:

In determining whether to accept gifts, donations and grants, the GPS Board will consider the following:

- Items needed by GPS;
- Additional costs to GPS;
- Whether acceptance of the gift, donation, or grant is consistent with other GPS policies and goals.

Based on these and other factors identified, the GPS Board may accept the proposed gift, donation, sponsorship, or grant.

### **Fundraising by Student Organizations**

The GPS Board may authorize any organization composed entirely of GPS pupils to conduct fund-raising activities approved by the GPS Board. By Resolution, the GPS Board may authorize any student body organization to conduct fund-raising activities on GPS property during GPS school hours provided that the GPS Board has determined that such activities will not interfere with the normal conduct of GPS.

## **STUDENT FREEDOM OF SPEECH/EXPRESSION POLICY**

The Board of Directors (the “Board”) of Growth Public Schools (“GPS” or “Charter School”) respects students’ rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, their writing, their clothing, and the printed materials they choose to post or distribute.

Student freedom of expression shall be limited only as allowed by law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Expression shall be prohibited which is obscene, libelous, or slanderous. Also prohibited shall be material that so incites pupils as to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or the substantial disruption of the orderly operation of GPS.

### **Distribution of Circulars, Newspapers, and Other Printed Matter**

Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the GPS Principal or designee at least one (1) school day prior to distribution.
2. Distribution, free or for a fee, may take place at any time except during instructional time and providing there is no substantial disruption in the school programs (as determined by the GPS Principal).
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the GPS Principal).
5. Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this section. However, it shall be the responsibility of the adviser or advisers of pupil publications to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this section.
6. There shall be no prior restraint of material prepared for official school publications except insofar as it violates this policy. GPS officials shall have the burden of showing justification without undue delay prior to a limitation of pupil expression under this section.

### **Buttons, Badges, and Other Insignia of Symbolic Expression**

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

### **Use of Bulletin Boards**

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and GPS administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech.

## **Organized Demonstrations**

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite pupils to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No organized demonstrations by school groups may take place during school hours off the school campus unless sanctioned by school authorities and supervised by a designated school authority. No individual student may demonstrate in the name of the school or as an official school group at any time unless authorized by the school to participate in the activity.

## **Enforcement**

1. The GPS Principal or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy.
2. Any student may appeal the decision of the GPS Principal or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
3. The GPS administrator shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.
4. Students who are considering actions in the areas covered by this Policy should be informed of the possible consequences of their action under each specific circumstance.
5. This Policy does not prohibit or prevent the GPS Board from adopting otherwise valid rules and regulations relating to oral communications by pupils upon the premises of each GPS school.
6. No GPS employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.



## **TRANSPORTATION SAFETY PLAN**

Because Growth Public Schools (“GPS” or “School”) provides transportation to or from School or a school activity, the GPS Board of Directors (the “Board”) has approved the following transportation safety plan, which contains procedures for School personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at the GPS school site and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of GPS policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the GPS discipline policy.

### Definitions

1. “School bus” is any motor vehicle designed, used, or maintained for the transportation of a GPS pupil at or below the grade 12 level to or from a GPS school or to and from GPS activities.
2. “School activity bus” is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between GPS and carrier to transport GPS pupils at or below the grade 12 level to or from a GPS school activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

### Determining Whether a Student Requires an Escort

If a student's home address is located on the opposite side of the street of the actual bus stop, then GPS and California Vehicle Code 22112(d) requires the student to be physically escorted by the bus driver across that street and under the bus drivers’ direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. GPS requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

### Procedures for Kindergarten through Eighth Grade Pupils Regarding Boarding and Exiting the Bus at the Bus Stop

GPS has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus at their bus stop. GPS is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

#### *Boarding:*

1. Students shall board or exit the school bus ONLY at their assigned bus stop.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
4. Students are to remain seated at all times while the bus is in motion.
5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
7. Students are responsible to follow all rules and regulations.

#### *Exiting:*

1. Students shall stay seated until the bus comes to a complete stop.
2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop.

4. Students will unload in an orderly manner using the handrails.
5. Students shall exit the bus only at their assigned bus stop. Exceptions will only be allowed when the student presents the bus driver with a note signed by his/her parent and endorsed by the School Principal.
6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
7. Students are to walk directly home. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
8. Students must avoid trespassing on other people's property, and stay on sidewalks when possible.

Procedures for All Students to Follow as They Board or Exit a School Bus at the GPS School or Other School Trip Location

GPS has created the following procedures to govern the safe entry and exit of all students at their GPS school or other School trip location.

*Boarding Buses at School Site or Trip Location:*

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any School.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.
3. The group of students, along with the teacher(s) and any other adult personnel attending a School trip, shall assemble in an area away from the school bus to wait. When the students are ready to load, the School staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the GPS teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

*Exiting Buses at School Site or Trip Location:*

1. Upon arrival at the GPS school campus, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the School trip destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the GPS teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the GPS teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either a GPS school or a School trip location should do so in an orderly, respectful, and appropriate manner, following all instructions from GPS staff and the bus driver.

Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus

GPS staff members should always be involved and active in the supervision of the loading and unloading of students at GPS school sites and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

To do this, School staff shall adhere to the following procedures:

1. Before leaving the School for a School trip, the GPS teacher/head chaperone for the trip shall ensure he/she has a copy of the class roster with all student names.
2. Once the bus reaches the destination, a GPS teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A GPS staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the GPS teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student that he/she is present.
5. The GPS teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

#### Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus

GPS shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus on a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a School trip or School activity bus.

#### Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety

GPS shall ensure that all students in kindergarten through grade 12 who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

#### *Instruction for Students who were not Previously Transported in a School Bus*

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home;
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line;
  - b. Students are not to plan in or be in the street or private property
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop;
  - d. Students should arrive at their bus stop five (5) minutes prior to the scheduled leaving time;
  - e. If the student is late and needs to cross the street that the bus is stopped on, he/she must wait for the bus driver to escort him/her across the street;
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving;
  - h. Students should understand the bus driver is in charge at all times, and students should follow his/her directions;
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped;

- j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan;
4. School bus danger zone(s);
5. Walking to and from school bus stops.

Occasionally a student, especially a young student who has never ridden the school bus, may come to the school bus unprepared and without the proper information or knowledge of procedures to get to or from School in a safe manner. A student also may board the bus at their home bus stop location without knowing what stop they are to use or what bus to ride in the afternoon. GPS has developed the following information to help in reducing or eliminating this experience for the student and driver:

1. During the student's first few weeks of School, parents/guardians should attach a written or typed form or note securely to the student's backpack, jacket or other clothing item with the following information, which will help identify a new student who may need assistance and alert GPS staff and the bus driver that the student may need extra assistance. The information should include:
  - a. Student's name
  - b. Student's home address
  - c. Student's home phone number
  - d. Student's assigned bus stop and bus number
  - e. Student's teacher (if known)
  - f. Student's room number
2. Parents/guardians must communicate with the bus driver and GPS staff when they enroll a new student who will utilize transportation.

*Instruction for all Students in Kindergarten through Eighth Grade*

Additionally, at least once in each school year, all students in kindergarten through grade 8, inclusive, who receive home-to-School transportation shall receive safety instruction that includes, but is not limited to, the following information:

1. Proper boarding and exiting procedures, such as those as outlined in this Plan;
2. Procedures when an escort by the bus driver is required;
3. How to safely cross the street, highway, or private road;
4. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.
5. Proper passenger conduct;
6. Bus evacuation procedures;
  - a. As part of the evacuation instruction, students shall practice evacuating the bus through the emergency exit doors.
7. Location of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.

Each time this instruction is provided to students in kindergarten through grade 8, that instruction shall be documented in the following manner. This information shall remain on file at GPS for one (1) year from the date of the instruction, and shall be subject to inspection by the Department of California Highway Patrol upon request:

1. Name of the School;

2. Location of the School;
3. Date of instruction;
4. Names of supervising adults;
5. Number of students participating;
6. Grade levels of students;
7. Subjects covered in the instruction;
8. Amount of time taken for the instruction;
9. Bus driver's name;
10. Bus number; and
11. Additional remarks.

*Instruction for all Students Prior to Departure on School Trip*

Finally, prior to departure on a school activity trip, GPS shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

1. Location of emergency exits; and
2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.

Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less

Pursuant to Vehicle Code 34501.6, GPS is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

1. The GPS Principal will notify the CEO that atmospheric conditions have reduced visibility to 200 feet or less.
2. The Principal or CEO may consult with legal counsel as needed.
3. The Principal or CEO may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Principal or CEO.

## **504 POLICIES and PROCEDURES**

GPS shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of the School shall be accessible for all students with disabilities in accordance with the ADA.

The School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability, which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the School.

A 504 team will be assembled by the Principal of a school and includes the parent/guardian, the student (where appropriate), the mentor, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and its effect upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those, which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills.
- The test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

## **Visitor and Volunteer Policy**

Growth Public Schools (“GPS” or “School”) welcomes visitors and volunteers to our schools. We are also committed to the security of our sites. Visitors include any person who is not a GPS student, GPS employee, or registered volunteer.\* This includes families, non-registered volunteers, community members, vendors and service providers, and other partners.

### **Visitation**

To help ensure the wellbeing of our students and staff, visitors must comply with the following requirements and procedures:

- Immediately upon entering any school building or grounds during regular school hours, visitors will report their presence and reason for visiting the school to the front office.
- Visitors will provide his/her name, address, occupation, age (if under 21), his/her purpose for entering school grounds, and proof of identification, e.g., driver’s license, and sign in using a log that is kept at the front desk. Logs shall be kept on file for the full school year.
- If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. GPS shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by GPS, consistent with the law. The GPS Board and Bureau of Children’s Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.
- An office staff member will provide identification, e.g., a visitor badge, to be used by all visitors at all times while on school premises. The visitor will make this identification visible at all times during the visit.
- Visitors will engage with students and faculty respectfully in ways that maintain community and do not interrupt teaching and learning. Visitors will enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity.
- At time of departure, visitors will sign out on the log at the front desk.
- Any individual who disrupts the school site or fails to follow school rules and/or procedures is subject to removal from the school site and may be further restricted from visiting the school.
- The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
- The Principal or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt



GPS' orderly operation. If consent is withdrawn by someone other than the Principal, the Principal may reinstate consent for the visitor if the Principal believes that the person's presence will not constitute a disruption or substantial and material threat to GPS' orderly operation. Consent can be withdrawn for up to fourteen (14) days.

- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements he/she will be guilty of a misdemeanor.
- Employees should at all times watch for strangers on school premises. Employees who encounter a visitor not displaying the appropriate identification should ask the visitor whether he or she has registered. Employees and volunteers should immediately inform school leaders of any visitor who refuses to comply with registration requirements.

## **Volunteering**

Parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner. Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, GPS has established the following procedures, to facilitate volunteering during regular school days.

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with GPS a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the GPS Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least forty-eight (48) hours in advance.
4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.
5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality.
6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the front desk as indicated above.
7. This Policy does not authorize GPS to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

## **Penalties**

- Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, he/she will be guilty of a crime as specified which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
- Under California Education Code section 44811, disruption by a parent, guardian or other person at a school or school sponsored activity is punishable, upon the first conviction by a fine or no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both the fine and imprisonment.
- Disruptive conduct may lead to GPS' pursuit of a restraining order against a visitor, which would prohibit him/her from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

***\* Registered volunteers are volunteers who are on site 2-3 times every week and have LiveScan and TB clearance.***

## UNIFORM COMPLAINT POLICY AND PROCEDURES

### Scope

Growth Public Schools (“GPS” or “Charter School”) policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Foster and Homeless Youth Services, Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Special Education Programs, Safety Planning Requirements, and Local Control Funding Formula/Local Control and Accountability Plan.
- (3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. “Educational activity” means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
    - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
    - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

- c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
  - d. If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
  - e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula, Local Control and Accountability Plans or Sections 47606.5 and 47607.3 of the Education Code, as applicable.
- (5) Complaints of noncompliance with the requirements of Education Code Section 48645.7 regarding the rights of juvenile court school pupils when they become entitled to a diploma. If the Charter School finds merit in a complaint, or if the Superintendent finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.

The Charter School acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible) the confidentiality of the parties and the integrity of the process. The Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

#### Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints, other than complaints relating to pupil fees, and to ensure the Charter School's compliance with law:

Growth Public Schools  
Audria Johnson, Executive Director  
9320 Tech Center Drive  
Sacramento, CA 95826

Complaints of noncompliance with laws relating to pupil fees are filed with the Principal of the School.

The CEO or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the CEO or designee.

Should a complaint be filed against the CEO, the compliance officer for that case shall be the President of the Charter School Board of Directors.

### Notifications

The CEO or designee shall annually provide written notification of the Charter School's uniform complaint procedures to employees, students, parents and/or guardians, advisory committees, private school officials and other interested parties (e.g., Adult Education).

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English.

The CEO or designee shall make available copies of the Charter School's uniform complaint procedures free of charge.

### The annual notice shall include the following:

- (a) A statement that the Charter School is primarily responsible for compliance with federal and state laws and regulations.
- (b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- (d) A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within 15 days of receiving the Charter School's decision.
- (e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- (f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

### Procedures

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

#### ● **Step 1: Filing of Complaint**

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the Charter School.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be

filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist him/her in the filing of the complaint.

- **Step 2: Mediation**

Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Response**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the Charter School's investigation and decision, as described in Step #5 below, within sixty (60) days of the Charter School's receipt of the complaint.

● **Step 5: Final Written Decision**

The Charter School's decision shall be in writing and sent to the complainant. The Charter School's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion(s) of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the Charter School's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the Charter School's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the Charter School's decision.

Upon notification by the CDE that the complainant has appealed the Charter School's decision, the Executive Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.

3. A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the Charter School's complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the Charter School has not taken action within sixty (60) days of the date the complaint was filed with the Charter School.

### Civil Law Remedies

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



**UNIFORM COMPLAINT PROCEDURE FORM**

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of Alleged Violation: \_\_\_\_\_

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

- |                                     |  |  |
|-------------------------------------|--|--|
| <input type="checkbox"/> Pupil Fees | <input type="checkbox"/> Child Nutrition   | <input type="checkbox"/> Consolidated Categorical Aid  |
|                                     | <input type="checkbox"/> Foster/Homeless Youth   | <input type="checkbox"/> Juvenile Court School Pupils  |
|                                     | <input type="checkbox"/> Local Control Funding Formula/<br>Local Control and Accountability Plan | <input type="checkbox"/> No Child Left Behind Programs |
|                                     | <input type="checkbox"/> Safety Planning Requirements  | <input type="checkbox"/> Special Education             |

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

- |                                 |   |   |
|---------------------------------|---|---|
| Age                             | Gender / Gender Expression /<br>Gender Identity | Sex (Actual or Perceived)   |
| Ancestry                        | Genetic Information                             | Sexual Orientation (Actual or<br>Perceived)   |
| Color                           | National Origin                                 | Based on association with a person<br>or group with one or more of these<br>actual or perceived characteristics |
| Disability (Mental or Physical) | Race or Ethnicity                               | Marital Status  |
| Ethnic Group Identification     | Religion  |   |
| Medical Condition               |   |   |
| Immigration Status              |   |   |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

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2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

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3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.  Yes  No

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

Mail complaint and any relevant documents to:

Growth Public Schools  
Audria Johnson, Executive Director  
9320 Tech Center Drive  
Sacramento, CA 95826

## GENERAL COMPLAINT PROCEDURES

Most complaints can be resolved through the Conflict Resolution Procedure or by informal discussions between the complainant and the employee or the Principal. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Charter School's Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate as follows:

- A. Any complaint shall be put in writing using the "Complaint Form" (available in the school office or by contacting the Principal) and addressed to the Principal. A written complaint shall include:
  1. The full name of each person involved
  2. A brief but specific summary of the complaint and the facts surrounding it
  3. A specific description of any prior attempt to discuss the complaint with the person and the failure to resolve the matter
- B. The Principal shall investigate the complaint as necessary and shall promptly mail a written notice to the Complainant of the date, time, and place of a meeting between the Complainant and the Principal, which shall occur no later than twenty (20) school days following the receipt of complaint.
- C. If no resolution can be agreed upon between the Principal and the Complainant, the Principal shall submit the complaint to the Board.
- D. The Board may seek additional investigation by the Principal as it deems necessary.
- E. The Board shall make recommendations and address the recommendations at the next Regular Board meeting.
- F. The Board will make the final determination regarding the dispute and shall notify the Complainant of the Board's determination within ten (10) school days of the determination.

This procedure, which we believe is important for both you and the School, cannot guarantee that every problem will be resolved to your satisfaction. However, the School values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

### Policy for Complaints Against Employees

The School requires all employees to observe the highest standard of business and personal ethics in the conduct of their duties and responsibilities. As representatives of the School, employees must practice honesty and integrity in fulfilling responsibilities and comply with all applicable laws and regulations.

It is the responsibility of all employees to comply with School policies noted in the Employment Guidelines and to report violations or suspected violations in accordance with this Policy.

Depending on the nature of the complaint, the complainant will be provided information concerning the applicable policy and procedures to be followed. If there is no applicable policy or procedures, the Principal (or designee) shall encourage the parties involved to seek an informal resolution of the issues. If this is not possible due to the nature of the complaint or if informal resolution has been unsuccessfully attempted, the Principal (or designee) shall undertake a responsible inquiry into the complaint to ensure it is reasonably and swiftly addressed. When appropriate, a written statement of the complaint will be obtained from the complainant.

If the complainant files a written complaint and no other school policy or procedure is applicable, the Principal (or designee) shall abide by the following process:

1. Within ten (10) working days of the receipt of the complaint, the Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board. The decision of the Board shall be final.

#### Confidentiality

Complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

#### Non-Retaliation

Complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

#### Resolution

The administration will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

**COMPLAINT FORM**

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

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

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

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

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

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

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

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

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

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

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

To be completed by Charter School:

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

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