



GRIMMWAY ACADEMY

BRIGHT STUDENTS. BRIGHT FUTURES.

Student/Parent Handbook 2018-2019

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Welcome from the Principal

Welcome to the 2018-2019 School year at Grimmway Academy Charter School (“Grimmway Academy” or “GA”).

We are thrilled that you have chosen Grimmway Academy as the school for your child. At Grimmway Academy, we are focused on ensuring that every child is provided the skills necessary to become a successful student and to live a healthy, happy life. Working together we will succeed in making sure that every child leaves Grimmway Academy proficient or above grade level in math and reading and college ready!

In this handbook, you will find important information that every parent and student needs to know for a successful school year. Please refer to this throughout the year as your questions arise and always feel free to call the office if you have additional questions. At Grimmway Academy, we believe that each family plays an important role in their student’s success in school. Grimmway Academy is a school of high expectations of everyone. We will have high expectations of your student and we will have high expectations of you to stay informed and to be involved. In return, you can have high expectations of the entire staff of Grimmway Academy, administration, teachers, aides, the Grimmway Schools Charter Management Organization (CMO), and the Board of Directors to be focused on providing the best possible education for your child.

This is going to be a great year!

Mr. Cole Sampson
Principal
Grimmway Academy

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Mission Statement

Grimmway Academy, a K-8 public school, will close the achievement gap for students in the rural areas of Kern County by creating an environment for student excellence and well-being.

Vision Statement

Our vision is to transform the educational landscape for students in rural areas by providing a model of excellence and innovation leading to college readiness and lifelong success.

The following goals encompass the vision of the Grimmway Academy:

- Grimmway Academy will provide a school choice for families that have limited English Language skills and are socio-economically disadvantaged.
- Grimmway Academy will enable incoming kindergarten students to achieve grade-level proficiency in the core subjects by second grade and achieve above grade level by the time they leave Grimmway Academy.
- Grimmway Academy students will become self-motivated, competent and lifelong learners.
- Grimmway Academy students will develop a deep love of reading.
- Grimmway Academy will provide the parents in the Arvin Community a path for their children to take in order to have the best chance to attend a four-year college.
- Grimmway Academy will include a curriculum and school lunch program where growing, cooking, and sharing food at the table gives students the knowledge and values to build a healthy, humane and sustainable future.
- Grimmway Academy will encourage our students to become leaders in their community and to return to Kern County to help others achieve their goals.

Guiding Principles

1. Every child can have a bright future
2. Every parent can be engaged
3. Every teacher can be successful
4. Every community can flourish

Grimmway Academy Staff Contact Information

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Grimmway Academy Board of Directors

Tom Mestmaker	Sean McNally	Manuel Pantoja	Ernie Unruh	Matt Look
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Grimmway Academy Model

We push our scholars to maximize their academic potential by challenging them with high expectations and a rigorous approach to learning with a special emphasis on literacy, health and wellness. Our model integrates Humanities and STEM curriculums, personalized learning through Learning Lab, a daily literacy block, and the Edible Schoolyard - an experiential learning approach - in which students explore how healthy food is grown in the garden and prepared in the kitchen.

Our goal is that not only are students prepared for the academic rigors of secondary and higher education, but also develop a deep understanding of the impact that proper nutrition has on their academic performance as well as their lifelong health and well-being.

Inquiry Based, Rigorous Instruction	Our goal is for scholars to learn new concepts or skills through a process of investigation, reflection, and collaboration.
Data Driven	Our goal is for educators at all levels of leadership to use data to drive their decision making, from the CMO level to decision-making in the classroom.
Connection to environmental stewardship, health, nutrition, and wellness	Our goal is for the Edible Schoolyard (ESY) and Cafe to stand as tangible manifestations of our dedication to student health, wellness, and stewardship of the environment.
Student-Centered and Personalized Learning	Our goal is for our scholars to progress at a pace that allows scholars to master new concepts and skills, to access a variety of resources, to receive timely feedback on their progress, and to demonstrate their knowledge in multiple ways.
Continuous Professional Growth of Teachers	No input plays as central a role in a student’s success as an effective teacher. Our goal is to invest heavily in meaningful professional growth opportunities for our teachers and instructional staff.

Edible School Yard

The Grimmway Academy Edible Schoolyard is comprised of a one-acre organic garden and kitchen classroom. The goal of the program is that every child at Grimmway Academy has the opportunity to share in the planting, harvesting, cooking, and eating of delicious, healthy food. Through this process, it is our hope that students will learn the importance of healthy food choices.

In these garden and kitchen classes, students are engaged in hands-on learning for 90-minute classes, one grade, and one week at a time. Teachers at the Edible Schoolyard encourage students to make cross-curricular connections by using arithmetic and science while completing garden tasks. In the Kitchen, students gather together to prepare food that they have harvested from the garden. Students learn how to dice, whisk and measure all while connecting the kitchen lessons to history, social science, and language arts. During the students' time at the Edible Schoolyard, they will also learn the importance of reusing, recycling, and composting by observing the role this process plays in the garden and kitchen. Students participate in a full cycle of planting, harvesting, cooking and composting. These integral processes teach students the regeneration of our resources and emphasize the impact that our own choices have on the larger community. As students plant and eat their way through each season, students will learn to be stewards of the environment and strengthen their own awareness of the world around them.

Music Program

Students will have music once a week. In music, students will explore a wide variety of musical genres and styles as they learn the basics of reading and writing in standard musical notation. A classroom set of instruments will be available for students of all grade levels including ukuleles, xylophones, and an assortment of hand percussion. In addition to our instrumental program, music class will cover singing techniques, kinesthetic movement, and the importance of responsible musicianship. Students will enjoy learning to love and appreciate music through interactive media, games, group projects, and first-hand experience!

Art Program

In order to offer art enrichment for our students, art classes will be offered as part of the learning lab wheel. Students will learn about types of art, artists, and cultural awareness. Students will also be exposed to art technique in watercolor, charcoal, pencil and paint. Other areas of art will be introduced based on grade level and student readiness.

Physical Education

Grimmway Academy's Physical Education (P.E.) goal is to increase students' quality of life by teaching them proper exercise and nutrition and to incorporate cross-curricular activities in the subjects of math and science in order to increase their learning effectiveness. The P.E. program will serve as a complement to the Edible School Yard and Grimmway Café's Wellness program that is a school-wide focus.

Students will rotate to P.E. throughout the week. Middle School students will be required to wear the Grimmway Academy P.E. uniform.

California Assessment of Student Performance and Progress (“CAASPP”)

Grimmway Academy shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress.) Notwithstanding any other provision of law, a parent’s or guardian’s written request to School officials to excuse his or her child from any or all parts of the state assessments shall be granted.

Student Achievement- Academic Parent Teacher Team Meetings

The model promotes student engagement, increases confidence and attendance, as well as improves parent-teacher communication and parent self-efficacy for supporting student learning at home. APTT has two main components. The first is classroom team meetings each year. The "classroom team" consists of the classroom teacher and all the parents in the class. In these group meetings, the teacher reviews and explains class-level academic data, in addition to providing parents with individual data about their own child’s performance and helping parents set 60-day SMART (Specific, Measurable, Actionable, Realistic, and Time-Bound) academic goals for their children. Teachers model and provide materials for activities that parents can do with their children at home, giving parents time to practice these activities with each other in a small group setting. In addition, parents can share tips among themselves. Teachers lead APTT nights with their advisory/homeroom classes. At Grimmway Academy, APTT nights are scheduled throughout the school year and end the school year with one on one conferences to recap the student’s goals.

School Accountability Report Card

California public schools annually provide information about themselves to the community allowing the public to evaluate and compare schools for student achievement, environment, resources and demographics. A copy of the Grimmway Academy SARC is available on our website and available in hard copy in the school office, upon request.

Healthy School Food Program – Grimmway Café

The Grimmway Café is thrilled to provide fresh, nutritious, and delicious meals to the children of Grimmway Academy. Grimmway Academy understands the crucial role nutrition plays in a student’s ability to learn effectively and focus in the classroom. It has been proven that healthful meals throughout the day help to reduce the risk of childhood obesity and diabetes. It is for that reason that Grimmway Academy will provide every student with a wholesome and delicious breakfast, lunch and snack. The healthy school food program, in conjunction with the Edible Schoolyard, will educate and encourage your children to develop positive eating habits that will last a lifetime.

Grimmway Café is dedicated to serving the most delicious and nutritious food available. The school uses local, natural, and organic products when possible; serves seasonal fresh fruits and vegetables daily; and offers a salad bar with every lunch. All of the food is freshly prepared from scratch. We have eliminated all hydrogenated oils, high fructose corn syrup, and nitrates from our school meals and are striving towards removing all processed food, refined sugars and flours, chemicals, dyes, and

additives as well. All of our in-house baked goods are 51 -100% whole grain. We are asking that if you provide lunch from home please do not include unhealthy, processed foods.

See Recommended Snack List in the Appendix.

Snacks

All students will receive an intraday snack at no charge. Students enrolled in the afterschool program will be provided an additional snack at no charge.

NSLP – National School Lunch Program

Grimmway Academy participates in the National School Lunch Program, providing meals at a free or reduced price to qualifying families. Applications for free or reduced price meals are included in the first day packets to all families and can also be obtained in the main office. Applications must be completed and submitted to the school office prior to the first day of school to determine eligibility. Inform the school if your income information changes at any time. All families are encouraged to complete the application form in order to include as many eligible students as possible.

Families that do not qualify for free meals must keep a positive balance in their student's account at all times. For your convenience, we have added a link on our website, under Parent Resources, to make a payment to your child's MealTime account. Please also make us aware if your child has any food allergies. Grimmway Academy is a nut free campus. Grimmway Café will attempt, but is not required to accommodate for food preferences unless required through an IEP/504 Plan.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by mail to U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or by fax at (202) 690-7442 or by email at program.intake@usda.gov.

This institution is an equal opportunity provider.

Community Eligibility Provision (CEP)

Community Eligibility Provision (CEP) is a federal provision that allows eligible schools to offer free meals to attending students regardless of individual income. CEP eliminates the burden of collecting household applications to determine eligibility for school meals, relying instead on information from other means-tested programs.

Grimmway Schools are pleased to announce that we will provide breakfast and lunch to all students at *NO COST* during the 2018-19 School Year. Meals at no cost are possible because of the Healthy, Hunger Free Kids Act of 2010. The Café will provide a healthy breakfast and lunch each day

Commitment to Healthy Eating

Grimmway Academy is committed to providing healthy eating choices to our student population (See Healthy Food Program above). All families are strongly encouraged to avoid bringing any outside food that will discourage students from eating the healthy choices that are made available by the school.

Families that choose to bring food must choose complete meals that do not exceed state and federal approved laws by which the Grimmway Café observes. Additionally, the Grimmway Café does not serve foods with nitrates, trans fats, chemicals, dyed, refined sugars, refined flours, hydrogenated or partially hydrogenated oils, high fructose corn syrup or additives. To avoid bringing these ingredients into the café, please do not provide your children with packaged foods in their lunches.

The Grimmway Academy Wellness Policy includes a commitment to improve the health of the entire community by teaching students and their family's ways to establish and maintain lifelong healthy eating habits. In keeping with this goal, the policy adopted the stipulation that foods offered to students and employees during the day as snacks, incentives, or refreshments in school offices and on school grounds be as healthful and nutritious as possible. A copy of the complete Grimmway Academy Wellness Policy is available on the Grimmway Academy website. Teachers, administrators, and parents who model healthy behavior increase the likelihood of having a positive influence on student behavior.

- Please avoid feeding your child breakfast at home if they are planning on having breakfast in the classroom.
- If your child's lunch does not include a fruit or vegetable, we will require your child to go through the salad bar.
- If your child's lunch does not include a protein or whole grain, we will require your child to take a hot lunch.
- We do not offer dessert at lunch, please refrain from including sweets with your child's lunch.
- We are a nut free campus, please do not include items including or processed with nuts.
- If your child comes to campus with food items that are not in line with the Grimmway Academy's Healthy Eating Policy, it will be removed from their lunch and available to pick up after school hours.

Parent Engagement Hours Program

While volunteering is not required, GA families are welcomed to perform 30 volunteer “Engagement Hours” per family each school year that their child is enrolled. All approved activities coincide with positive parenting practices that help students succeed in school. Research shows that parents involved in their child’s learning at school results in higher student achievement and overall school experience. Not all 30 hours need/can be completed in the classroom or by donations.

Examples of Parent Engagement Hours:

- | | | |
|---------------------------------|---------------------------------------|------------------------|
| 1. Attending an APTT night | 6. Helping in the classroom | 11. Helping in the Lab |
| 2. Governance & Board Meetings | 7. Supervising a school event | 12. Student Projects |
| 3. Volunteering in the Café | 8. Coach/lead an afterschool activity | 13. Public Library |
| 4. Donating Classroom Materials | 9. Attend SPGA Meetings | 14. Parent Forums |
| 5. Chaperone a Community Walk | 10. Preparing Materials | 15. Classroom Tutoring |

A Mutual Agreement form will be signed at the beginning of the school year by both the family and school official. The document will outline all the practices Grimmway Academy will implement to help your child succeed at our school. It will also outline what families can do to support their child at GA with the goal of succeeding in our rigorous environment.

Teacher Qualification Information

All parents may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.

SPGA (Star Parents of Grimmway Academy)

The SPGA is organized for the purpose of promoting the interests of GA in cooperation with the administrators and teachers. In addition, they provide a forum for the sharing of ideas that will benefit GA and for educating parents about the GA educational program. The SPGA parents meet on a monthly basis the 2nd Tuesday of each month at 5:30 pm and all parents are welcome to attend meetings. Those parents who attend meetings will become voting members. An interpreter will be present at each meeting. (Refer to separate SPGA bylaws document). All meetings will be held at Grimmway Academy at 5:30 pm.

School-Wide Restorative Behavior Policies

Our goal at Grimmway Academy is to create an environment where every student can thrive and where opportunities to learn and succeed are paramount. Here at Grimmway Academy we believe that appropriate school behavior is yet another skill that needs to be taught and learned. Highly effective schools establish performance-based cultures that are focused on a clear vision; a safe,

orderly environment; a climate of high expectations for students and staff; frequent monitoring of student achievement; and strong relationships between home and school. The positive approach of setting school wide behavior expectations ensures that our students will be taught the desired behaviors.

Our school-wide behavior expectations are based on our 4 STAR values: SCHOLARLY, TRUSTWORTHY, ASSERTIVE, and RESILIENT. Developing and nurturing these traits are key to the achievement of our mission at Grimmway Academy and to our students’ success in college and beyond. All adults and students are expected to model positive behavior on a daily basis that reflects our STAR values. Each week there will be a focus value and students will earn Star Dollars toward that value. Each classroom will have the value of the week posted in the classroom. A copy of the STAR values will be given at Mutual Promise Night, if you would like an extra copy please request a copy from the front office.

Expected Behaviors For Grimmway Scholars	
Scholarly	Students who are scholarly SLANT!, use appropriate voice level, raise their hands to speak and leave their seat, always follow directions, do their best work and complete all their work.
Trustworthy	Students who are trustworthy share with others, take care of their school materials, take care of school property and equipment, use kind words, and always tell the truth.
Assertive	Students who are assertive are positive role models, challenge themselves, do the right thing even when it’s hard, and stand up for themselves and for others.
Resilient	Students who are resilient try their best, never give up, ask for help, and keep a positive attitude

An important aspect of the school-wide teaching model is the understanding that appropriate behavior and social competences is a skill that requires direct teaching to students. As a move to help build our students social and emotional skills, teachers will deliver daily lessons using the *Responsive Classroom’s Morning Meeting* (K-6) and *Advisory Book’s Circle of Power and Respect (CPR)* model (7-8). Through this curriculum teachers will focus on building a healthy community by getting to know one another, build social skills, warm-up their thinking, and having fun. The goal is once they become familiar with one another, the school is safe, productive and enjoyable.

K-6 Advisory - Morning Meeting

All students in grades K-6 will belong to an Advisory Team. Advisory teams are made up of a group of students and a teacher. These teams are designed to provide mentorship, accountability and ILP monitoring. Each school day advisory teams will begin with a morning meeting based upon the protocols outlined within *Responsive Classroom Morning Meeting*. During this time, teams will form a circle and actively address the following four concepts: *Greeting, Sharing, Group Activity, Morning Message*.

The purpose of the morning is to:

1. Create a sense of community
2. Provide academic direction
3. Provide college and career planning
4. Encourage social and emotional learning.
5. Provide a consistent, positive start to the day

7-8 Homeroom-Circle of Power and Respect (CPR)

All students in grades 7-8 will belong to a homeroom team. Homeroom teams will meet daily and are made up of a group of students and teacher. Each homeroom is assigned a college name. Linda Crawford's *The Advisory Book's* provides the concept of Circle of Power and Respect (CPR). Students will learn to build a positive community through guided social interactions with their peers. Lessons will be based on social, emotional, and academic topics to help guide students in making positive choices for themselves and their learning community. Each morning, Middle School students will meet for 20 minutes following the 4 components: Daily News, Greeting, Sharing, Activity.

Suicide Prevention Policy

Grimmway Academy has a Suicide Prevention Policy that includes a plan for prevention and postvention. If you would like a copy of the policy please request one from the middle school office.

Behavior Management System- Kickboard

Grimmway Academy implemented an online system called Kickboard to monitor both positive recognitions, negative behaviors and purchases. Through the use of a school wide economy system students will receive bonus Star Dollars for exhibiting our STAR values. Should a student's behavior continue to not reflective our STAR values however, Star Dollars will be deducted from their accounts.

Students will receive a Student Report that will list the bonuses and deductions they received throughout the week. Students will have the opportunity to spend their earnings at a student store. The student store will include school supplies, Grimmway Academy Spirit Gear, College Gear, raffle tickets, coupons, and surprise prizes.

Classroom Level

Level 1: Warning Deduction 1	Level 2: Minor Violation Deduction 5	Level 3: Major Violation Deduction 10
<ul style="list-style-type: none"> • Not following directions • Off Task Behaviors • Not Ready to Learn • Class Disruption • Out of Seat • Dress Code Violation (i.e. shirt untucked) • Talking out of turn 	<ul style="list-style-type: none"> • Level 1 behaviors continued • Playing in the restroom • Tardy • Electronic device from home • Bringing unhealthy snacks to school 	<ul style="list-style-type: none"> • Continued Level 1 • Inappropriate Language • Inappropriate Behavior • Disrespect • Lying/Cheating • Improper use of technology (i.e. cellphones, computer camera) • Unsafe hands (using hands to hurt, or cause damage)

Administration Level

Level 4: Serious Violation Or Continuous Minor/Major Violations Deduction 20
<p>Examples:</p> <ul style="list-style-type: none"> • Threats • Fighting • Vandalism • Drugs/Alcohol • Sexual misconduct • Weapons • Behaviors that threaten safety or health of staff, and students • Continuous Level 3

Major Behaviors- Possible Suspension/ In-House Suspension and/or Recommendation for Expulsion

Threats, fighting aggression, vandalism, abusive language, lying/cheating, theft, bullying, drugs, alcohol, sexual misconduct, use of a dangerous instrument, weapons, and any behavior that threatens the safety or health of students and staff. Decisions over these consequences will be made by the School Principal in accordance with the California Education Code § 48900 et seq.

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

Grimmway Academy does not condone or tolerate harassment of any type, including sexual harassment, discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which Grimmway Academy does business, or

any other individual, student, or volunteer. Bullying and harassment can be physical, written, verbal or electronic (cyberbullying). If a student is being bullied, harassed, or discriminated against it should be reported immediately to a school staff member. School staff will quickly investigate any complaint of discrimination, bullying, intimidation or harassment and will take appropriate corrective action, if warranted. Complaints will be kept confidential as appropriate. For more information, please refer to the Grimmway Academy Title IX, Harassment, Intimidation, Discrimination & Bullying Policy in the Appendix.

Alternative to suspension

In conjunction with our Progressive Behavioral Policy and Restorative Practices program, GA Arvin offers an Alternative to Suspension Program. This program is aimed at providing a meaningful reflective consequence to students who may periodically make poor choices or exhibit ongoing behaviors that are not reflective of our GA Arvin Values. This Alternative to Suspension Program will take place outside normal school hours in order to minimize the academic instructional time that may be missed through receipt of a traditional suspension. While participating in this comprehensive alternative to Suspension Program, students may receive:

- Positive Decision Making Strategies
- Cause and Effect Relationships Instruction
- Reflective Behavioral Activities
- GA Arvin STAR Values Exercises
- RTI Instruction (In Math and ELA)
- Career Readiness Education and Planning
- Building Relationships Strategies.

Behavior Contracts

A student throughout the course of the school year may be placed on a Behavior Improvement Contract. Behavior contract criteria are developed and shared with families by the Principal or Principal's designee with teacher input. Each behavior contract case is student-specific and can look different depending on the specifics of each student's situation.

Examples of behavior contracts may include:

- A shortened or lengthened school day
- Counseling for student
- Attendance requirements
- Grade requirements
- Individualized behavior expectations
- Removal from classroom setting to an in-house suspension
- Removal from certain times of the school day

Our ultimate goal is to serve all of our students to the best of our ability, yet we also realize that some issues students present are outside the realm of our expertise. It is then that we will work with the family and outside partners to find the best solutions.

The Use of Consequences

When students continue to violate the behavior expectations, despite use of our common behavior modification practices, teachers may choose to use consequences for students' negative actions within the following parameters. The following *Levels of Consequences* will be followed to provide students with alternatives and support. Levels can be skipped depending on the level of the situation.

Code of Student Conduct: Levels of Consequences

<i>Levels</i>	<i>Disciplinary Options</i>
<i>Level 1</i>	<p><i>Intervention/Consequences:</i> Staff members may implement the following behavioral Interventions/Consequences:</p> <ul style="list-style-type: none"> • Parent contact • Peer Counseling • Conflict Mediation • Lunch Overtime • Removal from Seat • Loss of Privilege • Deductions in Kickboard • Behavior reflection • Verbal reminder • Student Teacher conference • Parent Teacher conference • Recess/Lunch overtime
<i>Level 2-</i>	<p>Office Referral required. Parent/Guardian notification required. Deductions in Kickboard will also be administered. The following Interventions/Consequences may also be considered:</p> <ul style="list-style-type: none"> • Friday Overtime • Counselor session • Lunch Overtime/After school Detention • Decision Making Reflection Packet • Parent Conference • Possible Alternative to Suspension • Possible Out of School Suspension • Peer Mediation
<i>Level 3</i>	<p>Office Referral required. Parent/guardian notification required. Deductions in Kickboard will also be administered. The following Interventions/Consequences may also be considered:</p>

	<ul style="list-style-type: none"> • Alternative to Suspension • Suspension (days vary) • Restricted activity days • Behavior Contract • Possible Expulsion • Daily Check in-Check Out with Counselor or Administrator
<i>Level</i> 4	<p>Office Referral required.</p> <p>Parent/guardian notification required.</p> <p>Extended Suspension.</p> <p>Possible Expulsion (only to be considered in the most extreme cases)</p> <p>Referral to alternate school-based program</p>

Overtime

All students in grades K-8 will be assigned overtime for receiving an accumulation of 15 negative deductions during the culture week. Students in grades 4th-8th will be assigned a Friday overtime if they receive -\$20 deductions throughout the culture week. When a student is assigned to overtime they will work on an assignment that fits the reason they are serving overtime. Overtime work examples vary depending on the reason they are serving overtime: apology letter, rule writing, behavior reflection, behavior correction reflection, and role playing of behavior expectations. An overtime form will be sent home that needs to be signed by a parent and returned the next day. If a student does not return the signed overtime form student will continue to serve overtime.

Homework

Students will earn \$5 bonus Star Bucks for turning in homework. Due dates and assignments of homework and projects vary depending on the teacher. Students can earn more points for homework depending on the assignment (this will vary by teacher).

Attendance

The school day starts at 7:55 am. Students will be awarded \$5 Star Bucks every day they are present at school and on time. If a student is absent, whether it is excused or unexcused, they will not receive the \$5 Star Bucks. If students arrive tardy to school without a valid excuse, they will not receive the extra \$5 Star Bucks. If a student leaves early from school without a valid excuse they must purchase a “leave from school early ticket” for a price of \$5 Star Bucks.

After School Activities

Grimmway Academy provides an After-School Program available to all students. To participate in the program, a contract must be completed and submitted to the school office prior to the first day of school. Activities include but are not limited to:

- Supervised Homework
- Extended Learning Opportunities (Tutoring & Homework Hall)
- Arts & Crafts
- Learning Lab Time
- Community Service Opportunities
- Individual & Team Sports (CSUB Soccer)
- Opportunities for Physical Education

Hours of Operation

The After-School Program will be open from 3:30 pm to 6:00 pm. Parents picking up their children must request them at the front office. Proper ID may be required. Students are required to stay all 5 days until 6:00. After-School Program will open at 1:00 pm on shortened days and close at 6:00 pm.

Homeless Students

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434(a)):

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

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

School Liaison: The Principal or designee designates the following staff person as the School Liaison for homeless students ((42 USC 11432(g)(1)(J) & (e)(3)(C).):

Bernice Parra, Enrollment Clerk
901 Nectarine Ct., Arvin, CA 9320
661-855-8200

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

1. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
2. Homeless students enroll in and have a full and equal opportunity to succeed at Grimmway

Academy.

3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by Grimmway Academy, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, Grimmway Academy charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

For any homeless student who enrolls at Grimmway Academy, a copy of the Grimmway Academy's complete policy shall be provided at the time of enrollment and at least twice annually.

Child Find

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. Grimmway Academy

provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEIA”), Education Code requirements, and applicable policies and procedures of the Kern County SELPA. These services are available for special education students enrolled at Grimmway Academy. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. Grimmway Academy collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Section 504

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

GRIMMWAY ACADEMY SCHOOL POLICIES

All school policies apply to all students regardless of age or gender unless specifically noted otherwise. Our policies clearly indicate to the student when his or her actions and behavior are inappropriate and/or unacceptable.

Dress Code Policy

We believe that students should focus their energy and attention on their academic growth and not on the style of clothes worn by their peers.

Students should be dressed for success. Uniforms should be kept neat and clean at all times and fit appropriately. Skirts and shorts must be no shorter than 4 inches above the knee and must be worn at the waist.

Uniform Violation Policy

If students do not come to school in their uniform, their parent/guardian will be contacted and will be asked to bring a change of clothes for their child. Students violating the Dress Code may also be subject to deductions of Star Bucks in Kickboard.

Elementary School (Grades K-6)

All uniforms must be in clean condition without holes or tears. Grimmway Academy patches will no longer be available for purchase and all shirts must be pre-ordered through the main office.

- Top
 - White or Green Polo Shirt with Grimmway Academy Logo
 - Vicki Marsha Oxford Shirt with Grimmway Academy Logo
- Bottoms
 - Khaki Shorts, Skirt, Pants or Skorts (must extend below fingertips)
 - Vicki Marsha Plaid Skirt
 - Vicki Marsha Plaid Jumper
 - Brown or Black belt (**All students must keep their shirts tucked in at all times.**)
- Outerwear (Outerwear must be solid grey or solid black with no logo)
 - Green Crew Sweater with Grimmway Academy Logo
 - Green Zip Hoodie with Grimmway Academy Logo
 - Green Jacket with Grimmway Academy Logo
- Footwear
 - Solid White or Solid Black Socks
 - Shoes may not be open toe or backless
 - Tennis shoes must be worn during PE
- Hair
 - Hair must be a natural color (Blonde, Brown, Black, Natural Red)
 - Hair must be neatly groomed and not covering the eyes
- Jewelry
 - Earrings may not dangle from the ear, studs only
 - No plugs or spikes allowed
 - Jewelry with logos deemed inappropriate by Grimmway Academy will not be allowed
- Backpacks
 - All backpacks must be free of graffiti, additional patches, stickers and buttons
- Hats/Beanies
 - Cannot be worn in class or inside buildings
 - No logos or team affiliations
 - GA Hats available for purchase (optional)

Middle School (Grades 7-8)

All uniforms must be in clean condition without holes or tears. Grimmway patches will no longer be available for purchase and all shirts must be pre-ordered through the main office.

- Top
 - Purple Polo Shirt with Grimmway Academy Logo
 - Vicki Marsha Oxford Shirt with Grimmway Academy Logo
- Bottoms

- Khaki Shorts, Skirt, Pants or Skorts (must extend below fingertips)
- Vicki Marsha Plaid Skirt
- Brown or Black belt (**Students must keep their shirts tucked in at all times.**)
- P.E. Uniform
 - Grey Grimmway Academy P.E shirt
 - Black Grimmway Academy P.E Shorts
 - Tennis Shoes (black or white)
- Outerwear (**Outwear must be solid grey or solid black with no logo**)
 - Grey or Black Crew Sweater with Grimmway Academy Logo
 - Grey or Black Zip Hoodie with Grimmway Academy Logo
 - Black Jacket with Grimmway Academy Logo
- Footwear
 - Solid White or Solid Black Socks
 - Shoes may not be open toe or backless
 - Tennis shoes must be worn during PE
- Hair
 - Hair must be a natural color (Blonde, Brown, Black, Natural Red)
 - Hair must be neatly groomed and not covering the eyes
- Jewelry
 - Earrings may not dangle from the ear, studs only
 - No plugs or spikes allowed
 - Jewelry with logos deemed inappropriate by Grimmway Academy will not be allowed

Uniform Policy

Official Grimmway Academy uniform pieces can be pre-ordered at the following places:

1. Polos can be pre-ordered at the Grimmway Academy office.
2. Vicki Marsha items will be pre-ordered on campus several times per year or may be ordered at any time online at the following web address: <http://vickimarsha.com/grimmway-academy.html>. These items include jumpers, skirts, sweaters and jackets.
3. Khaki pants, shorts, and skirts can be purchased anywhere, as long as they are in accordance with our specific policy.

Grimmway Academy will make one loaner set of required Grimmway Academy Logo uniform pieces (a Grimmway Academy Logo top, a Grimmway Academy Logo outerwear piece, and Grimmway Academy Logo P.E. Uniforms for Middle School students) available to each student free of charge for the student's use during the school year. If a loaner uniform piece is not returned to Grimmway Academy upon request or is willfully damaged by the student, the student and/or the student's parent/guardian will be required to provide payment of the full replacement cost to Grimmway Academy. If the minor and parent are unable to pay the replacement cost, Grimmway Academy will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Grimmway Academy will withhold the grades and transcripts of a student who has willfully damaged or failed to return the school's property until the student or the student's parent/guardian returns the school's property, pays the full replacement cost, or participates in a program of voluntary work to fully pay back the full

replacement cost. Please see the Principal or Office Manager for details.

Free Dress Policy

Certain days are designated throughout the year as Free Dress Days or Spirit Days (usually linked to an accomplishment). The school uniform does not have to be worn on Free Dress Days or Spirit Days, but the clothing must meet these guidelines:

- Clothing must reflect a positive image of the school and contribute to a distraction-free learning environment. Grimmway Academy t-shirts may be worn on free dress day.
- Shorts and skirts must reach approximately 4-inches above the knee
- No tight, loose, revealing, spaghetti-strap, backless, strapless, low cut or short clothing
- No backless shoes, sandals, cleats, Heelys, open-toed or high-heels
- No thematic dress ensembles such as a complete little league uniform, cheer outfit or costume attire

Personal Belongings

Students are NOT allowed to have the following items at school:

- Gum
- Toys/games cards
- Candy/sweets/junk food/sodas
- Weapons/toy weapons
- Hand-held game systems/IPads/Tablets
- MP3 Players/Radio/iPod
- Cell phones (leave in office)
- Earrings (except stud earrings no larger than a pencil eraser, or 1/4 inch in width)
- Make-up
- Any illegal substance
- Matches/any flammable items

Absences and Tardies

Grimmway Academy is committed to maximizing the educational achievement of students throughout the school year. To continue learning, students are required to make up all work missed during their absence. Families are responsible for contacting teachers for makeup work missed during any absence, regardless of the reason.

When a student is absent or tardy, they must submit a note to the Grimmway Academy office or the student's parent must call the Grimmway Academy office within 24 hours.

Excused Absences

Excused absences are absences: (1) due to his/her illness; (2) due to quarantine under the direction of a county or city health officer; (3) for the purpose of having medical, dental, optometric, or chiropractic services rendered; (4) for the purpose of attending the funeral services of a member of his/her immediate family, so long as the absence is not more than one day if the service is

conducted in California and not more than three days if the service is conducted outside California; (5) for the purpose of jury duty in the manner provided for by law; (6) due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent; (7) for justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, observance of holiday or ceremony of his/her religion, attendance at religious retreats, or attendance at an employment conference, when the pupil's absence has been requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board; (8) for the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code; (9) for the purpose of spending time with a member of the pupil's immediate family, who is an active duty member of the uniformed services, as defined in Education Code Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Principal; (10) for the purpose of attending the pupil's naturalization ceremony to become a United States citizen.

All absences require appropriate documentation, i.e. a note from a doctor or medical facility, court documents, parent note, etc. If appropriate documentation is not provided, the absence will be considered unexcused (see below) and your child will be considered truant to school which has serious consequences.

A parent or adult caregiver must notify the school as soon as possible or within 24 hours absence by telephone, letter, fax, e-mail, or in person. Please do your best to inform us of an absence by 8:00 a.m. If the school is not notified or the student does not report to school the next day with a note, the absence will be considered unexcused (see below).

The school office should be informed promptly if your child has a communicable disease so that we can notify other parents, if necessary.

Please help keep our entire community healthy by keeping your child home if your child:

- Has a temperature of 100 degrees or higher or has had a fever in the last 24 hours
- Has vomited in the last 24 hours
- Has red, crusty, or irritated eyes
- Has any sign of head lice
- Has a severe cough

Unexcused Absences

Under the law, **unexcused** absences include, but are not limited to, absences for the following reasons:

- Parent's illnesses or appointments
- Sibling's illnesses or appointments
- Car trouble
- Taking care of siblings
- Working
- Fatigue or oversleeping
- Running errands with parent

There will be a limit to the number of absences allowed. Student absences will be analyzed every quarter. If a student has more than four unexcused absences a quarter, the student and a parent/guardian will be required to attend a truancy meeting on an assigned Saturday. If you do not attend the truancy meeting, you, the parent/guardian, and student, will be reported to the Board of Directors and required to attend a SARB hearing.

In addition, a student may be retained in their grade level or dismissed from school if they accrue 20 or more unexcused absences. Before Grimmway Academy disenrolls any student, the parent or guardian of the student will be provided written notice, in the student's or parent/guardian's native language, of the School's intent to remove the student no less than five schooldays before the effective date of the action. 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 Grimmway Academy issues a final decision.

Tardy Policy

School begins at 7:55 a.m. each day. All students are expected to arrive at school on time. A student must report to the office if he or she is late for school.

Tardiness is only excused if a student has a medical, dental, legal appointment or there has been a death in the family. All excused tardies require appropriate documentation, such as a note from the doctor or note from a parent. If a student arrives more than 30 minutes late to school, they will have an unexcused absence. If a student has more than four 30-minute tardies in any quarter without an official notice from a doctor, the student and a parent/guardian will be required to attend a truancy meeting at the school. The Truancy Step process will take place if tardies continue to take place. If you do not attend the truancy meeting, you, the parent/guardian, and student, will be reported to the Board of Directors and required to attend a SARB hearing.

In addition, a student may be retained in their grade level or dismissed from school if they accrue 20 or more unexcused tardies that are not excused by a doctor, consistent with the procedures set forth above for disenrollment due to absences. Unexcused early pick-ups of more than 30 minutes are also considered unexcused tardies.

Truancy- Step Process

Attendance is crucial for student success. If a student meets any of the following thresholds, that student and a family member will be recommended to the STEP process.

- Five absences in a quarter (that do not have medical documentation).
- Three unexcused absences
- Three unexcused tardies of 30 minutes or more
- Five unexcused tardies of any length

Step 1	Truancy- Letter 1: A letter informing parents of their child’s unexcused absences and the relevant laws under California Education Code.
Step 2	Truancy Meeting: A group meeting explaining the social and legal consequences of truancy, while providing information on available resources and programs.
Step 3	Administrator Meeting: A 1:1 meeting with a School Administrator to address individual attendance issues and needs, resulting in a school contract.
Step 4	School Attendance Review Board: A hearing before a panel to determine the best solution for the student's academic success, which may result in a SARB contract or referral to Probation or the District Attorney.

If a student and his/her family fail to attend Truancy meeting or if they continue to have unexcused absences after attending, they will be required to attend a Board of Directors meeting and SARB hearing and may be referred to the District Attorney, who may assign fines and community service or other consequences.

Parent Communication

Every student will receive a GA Folder at the beginning of the school year. Student is responsible for keeping the folder with them at all times for the entire school year. GA Folder will be our primary source of communication. Homework, reading logs, flyers, lunch bills, weekly Star Bucks paychecks, etc. will be distributed through the GA Folder. If the GA Folder is lost, it must be replaced by purchase through the school.

Parking Lot /Driveway Safety

Grimmway Academy shares the responsibility of keeping the school zone safe for students with the Arvin Police Department. That includes the streets around the school and sidewalks. Parents are asked to follow traffic safety and speed limits as set by the Arvin Police Department. Student safety is our priority. We encourage parents to arrive early to avoid rushing. The parking lot in front of the administration office will be for staff parking only. See the GA Drop-off/Pick up Map in the Appendix.

GA Drop-Off and Pick-Up Procedures

Drop-Off in the Morning

Students may be dropped off at school beginning at 7:00 a.m. There will be no supervision for students until the gates open at 7:00am. Parents coming onto campus are required to sign in at the

office. Students are to report to the designated waiting areas. Students will not be allowed to enter classrooms unless requested or allowed by teacher.

Pick-Up in the Afternoon

Students may be picked up at 3:40 PM. Please be sure to inform the office whether your child is walking home or being picked up on a daily basis. If they are attending the After-School program, they must be picked up by 6:15 PM. Only those designated on the emergency contact form may pick up a student from school. If someone new is picking your child up from school, please call the main office to inform them of the change.

Driving to Grimmway Academy

See the attached GA Drop Off/Pick Up map for traffic flow to and from school. Please use extreme caution in any areas around the school. Staff will be stationed along the street to assist with traffic control and loading/unloading of students. Please drive responsibly and do not drive across the dirt lot north of the campus.

There will be no access to Grimmway Academy through the existing alley. Please follow the map to ensure safety for all of our students. We appreciate your cooperation.

Visiting GA Policy

At Grimmway Schools, we welcome guests to explore our campuses and learn about our innovative educational environment. As a school community, the safety of our students, staff, families and guests is paramount. Our schools have a legal responsibility to care for the health, safety and wellbeing of all students and staff. Our duty of care includes 'safeguarding' all students from being subjected to any form of harm or abuse. It is the responsibility of the Governing Body (e.g. Board of Directors) and the Site Administration (e.g. Principal) to ensure that this duty is implemented at all times. In performing this duty, the Governing Body recognizes that there can be no complacency where child protection and safeguarding procedures are concerned. The school therefore requires that ALL VISITORS, without exception, comply with the following policy and procedure.

Policy responsibility

All staff members of Grimmway Schools are responsible for the implementation of the School Campus Visitor Policy and Procedures. All breaches of this policy must be reported to site principal immediately.

Where and to whom the policy applies

The school is deemed to have control and responsibility for its students anywhere on the school site, during normal school hours, during the after-school program (ASES), and on school organized (and supervised) off-site activities. The policy applies to: All teaching and non-teaching staff employed by the school, all external visitors entering the school site during the school day or during the After-School Program (ASES) hours, all parents (including parent helpers), other education-related personnel (ex. County Office of Education staff, Counselors, Health Care representatives), and building and maintenance contractors.

Section 1: Protocol and procedures

1. All visitors to the school will be asked to provide formal identification at the time of their visit. When possible the school office/ reception staff should be informed of all prearranged visitors to the school. All visitors must report to the school office/ reception first and should not enter the school via any other entrance. At reception, all visitors must state the purpose of their visit and who has invited them. They should be ready to produce formal identification. Visitors who are unable to produce a formal identification (e.g. government issued or other verifiable photo ID) may not be permitted on-campus without consent of the school site principal or appointed designee.
2. All visitors have their identification scanned by the electronic visitors system (which is kept in the school office/ reception at all times) which will record their name, picture, purpose of visit and time entered. The system will also run a background check on the national sex offender database
3. Any visitor who is positively matched on the Sex Offender Registry will not be allowed on campus unless they are a parent/guardian of a student and have written permission from the site principal specifying the dates and times for which permission has been granted.
4. All visitors will be required to wear an identification badge, the badge must remain visible throughout their visit.
5. All visitors will escorted and supervised while on campus.
6. While on campus, visitors are to 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. No electronic listening or recording device may be used in a classroom without the teacher's and Executive Director's written permission.
7. On departing the school, visitors should leave via the school office and:
 - a. Check-out with the front desk receptionist
 - b. Return the identification badge to the school office/ reception

Section 2: Unknown/ unplanned visitors to the school

1. Any visitor to the school site who is not wearing an identity badge must identify themselves and their business at the school. They should then be escorted to the school office/ reception to log in to the visitor system. The procedures above then apply.
2. 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. Grimmway Schools 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 Grimmway Schools, consistent with the law. The Grimmway Schools Governing Board and Bureau of Children's Justice in the

California Department of Justice, at 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.

Section 3: Staff development

1. As part of their onboarding, all staff will be made familiar with this policy for external visitors and asked to ensure compliance with its procedures at all times.

Section 4: Withdrawal of consent to be on campus and removal from campus

1. The Principal or designee may refuse to register a visitor if it is believed that the presence of the visitor would cause a threat of disruption or physical injury to teachers, other employees, or students.
2. 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 Grimmway Schools's 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 Grimmway Schools's orderly operation. Consent can be withdrawn for up to fourteen (14) days.
3. 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.
4. Any visitor that is denied registration or has his/her registration revoked may request a conference with the Principal. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the Principal with fourteen (14) days of the denial or revocation of consent. The Principal shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with the Principal shall be held within seven (7) days after the Principal receives the request. If no resolution can be agreed upon, the Principal shall forward notice of the complaint to the Grimmway Schools Board of Directors. The Grimmway Schools Board of Directors shall address the Complaint at the next regular board meeting and make a final determination.
5. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located, and what route to take to that office, and setting forth the penalties for violation of this policy.
6. The Principal or designee shall seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

Section 6: Penalties

1. 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.
2. 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.
3. Disruptive conduct may lead to Grimmway Schools's 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.

Restroom Policy

1. Students should use the restroom either before school, during recess, lunch or afterschool. Permission must be obtained from a teacher for emergency bathroom needs during instructional time or supervised passing periods.
2. Loitering is not permitted in bathrooms.
3. Leaving class without permission for bathroom use is considered truancy.

Student Search Policy

Any Grimmway Academy student's person and/or personal effects (e.g. backpack, purse, etc.) may be subject to a search based on a reasonable and articulable suspicion that he or she has violated or is violating either the law or Grimmway Academy rules and regulations, including, but not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in school rules or regulations. Only the administration may conduct a search, or security staff under the supervision of an administrator. The scope of the search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the pupil and the nature of the infraction. In no case shall a strip search be conducted by school officials.

School Related Event Policy

All regular school rules apply during off campus and after school hour's events that are school related. Such events are off-campus school field trips and fundraising nights, etc.

Computer/Internet Access Policy

Refer to the Technology Acceptable Use Policy and Student Internet Permission Agreement in the Appendix.

School Zone Policy

The School Zone extends to approximately two blocks outside the school curb. School rules apply to any incident that may occur in this zone on the way to school and home. That includes, but is not limited to harassment, theft, and cheating.

Picking Up Students for Early Release

Students may be picked up for early release in the front office by adults that have been designated on the student's emergency card. All adults may be required to provide a valid form of identification.

Fog Delay

Because Grimmway Academy does not utilize school busses, we do not have Fog Delays. Please use discretion in determining when it is safe to bring your child to campus on Foggy Days.

If the Kern County Superintendent's office (KCSOS) elects to close all schools in the county for any weather or disaster emergency, Grimmway Academy will be closed.

Bicycle Policy

Students can come to school on bicycles, though they may not be used on campus. Bicycles should be locked up in the designated area and picked up after school. The school will not be responsible for lost or damaged items brought to school.

Textbooks/School Material Policy

Students must replace and/or pay for any willfully damaged or lost textbooks, library books, school materials, and equipment.

Confiscated Items Retrieval Policy

All items confiscated from students (other than illegal contraband) will remain in the main office until picked-up by parents. Any items left at the end of the school year will be given to charity.

Lost and Found

All student items lost or found will be sent to the office for identification. If the item's proper owner cannot be determined it will be placed in the lost and found bin located next to the main office. Non-uniform items and/or objects of significant value may be secured in the office for safekeeping until the owner claims the item. Only adults on file with the school will be able to request lost and found items that are in the possession of the office.

- Periodically the Lost and Found bin will be offered as donations. Forty-eight-hour notice will be provided for those that would like to claim lost items.

Retention Policy

Grimmway Academy believes in maintaining communication with you about achievement throughout the year in each of our four grading periods. Parents will be provided with information that will clearly state retention warnings if their child is not ready for promotion to the next grade. At the end of the school year, the School's Student Study Team will review each child's achievement file and individual needs to effectively determine retention. Parents will be advised in writing of any retention warnings.

Medication

It is the policy of Grimmway Academy that any pupil who is required to take, during the regular school day, medication prescribed (prescription or over the counter) for him/her by a physician or ordered for him/her by a physician assistant practicing in compliance Business and Professions Code Section 3500 et seq., may be assisted by the school nurse or other designated school personnel or may carry and self-administer prescription auto-injectable epinephrine if the school receives:

1. A written statement from such physician or physician assistant detailing the name of the medication, the method, amount, and time schedules by which such medication is to be taken; and
2. A written statement from the parent, foster parent or guardian of the pupil indicating the desire that the school assist the pupil in the matters set forth in the physician's or physician assistant's statement.

The required forms are available from the school office. Students may not carry or use any medication, including over the counter or prescription, without written physician and parent/guardian consent and unless cleared through the School Office. School staff is not permitted to administer any medication at any time without a written authorization by a physician and parent. A student's parent/guardian is responsible for picking up any remaining medication at the end of the school year. If left in the School Office after the last day of school, the medication will be destroyed.

Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the pupil was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the office if you have questions about this requirement.

Immunizations and Physical Examinations

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Board of Directors desires to cooperate with state and local health agencies to encourage immunization of all public school students against preventable diseases.

Students entering the School shall present an immunization record certifying that he/she has received all required immunizations currently due before he/she is admitted to the School; records

should show at least the month and year of each immunization the student has received, in accordance with law. The immunization status of all students will be reviewed periodically. Students shall be excluded from School or exempted from immunization requirements as allowed by law. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster. Additional information can be found at: <http://www.shotsforschool.org/>.

Students are screened for vision, hearing and scoliosis. Grimmway Academy adheres to Education Code Section 49450 et seq., as applicable to the grade levels served by Grimmway Academy. A parent or guardian may file annually with the Principal a statement in writing, signed by the parent or guardian, stating that he or she will not consent to a physical examination of his or her child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, he shall be sent home and shall not be permitted to return until the school is satisfied that any contagious or infectious disease does not exist.

Parent Concerns and Due Process

Uniform Complaint Procedures

A copy of Grimmway Academy's Uniform Complaint Procedure is included in the Appendix and can be found on the school website. Additional copies are also available in the school office upon request.

Concerns

Parents who wish to express concerns about school endeavors have the option to:

1. Complete a suggestion slip, which is located in the GA main office.
2. Submit a written complaint to the Principal within five business days.
3. Request a meeting with the Principal within five days of the incident.

Due Process

Parents seeking additional support with the outcome of an administrative decision have the right to appeal to the President of the GA Board of Directors within five business days in writing. The request should be submitted to the Board President. The Board President reserves the right to decide if the issue is a reasonable future Board meeting topic. In cases when the issue is not an acceptable board topic, the decision will be relayed back to the parent.

****In the event that the Grimmway Academy expels a student, the student shall have the right to appeal the expulsion to the Kern County Office of Education.**

APPENDIX

2018-19 Bell Schedule					
Kindergarten - 3rd Grade					
Regular Day Schedule			Shortened Day Schedule		
Morning Meeting/ Breakfast	7:55-8:17	22 Min	Morning Meeting/Breakfast	7:55-8:20	25 Min
Passing	8:17-8:20	3 Min	Passing	8:20-8:23	3 Min
Literacy Block	8:20-9:45	85 Min	Literacy Block	8:23-9:23	60 Min
Break	9:45-9:55	15 Min	Break	9:23-9:33	10 Min
Period 1	9:55-11:25	90 Min	Period 1	9:33-10:25	52 Min
Lunch	11:25-12:10	45 Min	Lunch	10:25-11:05	40 Min
Period 2	12:10-1:40	90 Min	Period 2	11:05-11:57	52 Min
Snack	1:40-1:55	15 Min	Passing	11:57-12:00	3 Min
Period 3	1:55-3:25	90 Min	Period 3	12:00-12:52	52 Min
Passing	3:25-3:28	3 Min	Passing	12:52-12:55	3 Min
Closing Meeting/Dismissal	3:28-3:40	12 Min	Closing/Dismissal	12:55-1:10	15 Min
4th and 6th Grade					
Regular Day Schedule			Shortened Day Schedule		
Morning Meeting/ Breakfast	7:55-8:17	22 Min	Morning Meeting/Breakfast	7:55-8:20	25 Min
Passing	8:17-8:20	3 Min	Passing	8:20-8:23	3 Min
Literacy Block	8:20-9:45	85 Min	Literacy Block	8:23-9:23	60 Min
Passing	9:45-9:48	3 Min	Passing	9:23-9:26	3 Min
Period 1	9:48-11:18	90 Min	Period 1	9:26-10:18	52 Min
Break	11:18-11:28	10 Min	Break	10:18-10:28	10 Min

7th and 8th Grade

Regular Day Schedule			Shortened Day Schedule		
Morning Meeting	7:55-8:20	25 Min	Morning Meeting	7:55-8:20	25 Min
Passing	8:20-8:23	3 Min	Passing	8:20-8:23	3 Min
Period 1	8:23-9:34	71 Min	Period 1	8:23-8:58	35 Min
Break	9:34-9:44	10 Min	Passing	8:58-9:01	3 Min
Period 2	9:44-10:55	71 Min	Period 2	9:01-9:36	35 Min
Passing	10:55-10:58	3 Min	Passing	9:36-9:39	3 Min
Period 3	10:58-12:09	71 Min	Period 3	9:39-10:14	35 Min
Lunch	12:09-12:54	45 Min	Passing	10:14-10:17	3 Min
Period 4	12:54-2:05	71 Min	Period 4	10:17-10:52	35 Min
Break	2:05-2:10	5 Min	Passing	10:52-10:55	3 Min
Period 5	2:10-3:21	71 Min	Period 5	10:55-11:30	35 Min
Passing	3:21-3:24	3 Min	Elective	11:30-12:15	45 Min
Closing	3:24-3:40	16 Min	Lunch	12:15-12:55	40 Min
			Closing	12:55-1:10	15 Min

WE ARE A NUT FREE CAMPUS

Beverages, Snacks, and Lunch options if providing food from home:

(Whenever possible, choose fruits, vegetables, snacks, and beverages that are organically grown and are pesticide, hormone, and antibiotic free)

- Fruit juice smoothies
- Whole and freshly cut fruits
- Whole and freshly cut vegetables
- Trail mix (without nuts)
- Water and Sparkling water
- Fruit concentrate and honey sweetened yogurt
- Granola
- Herbal tea
- Whole grain crackers
- Baked chips, pretzels, salsa, guacamole or bean dips
- Snack bars (without nuts)
- Air popped popcorn
- Compressed rice and grain cakes
- Pure 100 percent fruit juice, fruit strips and snacks
- Natural fruit flavored water
- Raisins and dried fruit
- Hard boiled eggs
- Real cheese
- Homemade Sandwiches and meals

Foods to avoid bringing to school:

- Lunchables
- Sports drinks
- Caffeinated and Carbonated beverages (energy drinks and sodas)
- Processed and packaged snacks (including chips, candies, cookies and cakes)
- Sugared breakfast cereals
- Juices from concentrate
- Foods that contain artificial colors or flavorings
- Anything containing nuts (we are a nut free campus)
- Fast and convenience foods

AFTER SCHOOL EDUCATION AND SAFETY PROGRAM EARLY RELEASE POLICY

Grimmway Academy (the “Charter School”) has established this After School Education and Safety (“ASES”) Program Early Release Policy pursuant to Education Code Section 8483 and in accordance with ASES Grant requirements. It is the intent of the Legislature that elementary school students participate in the full day of the program every day during which students participate.

As a funding requirement for ASES, participating elementary school students are expected to attend the ASES program five (5) days per week for a total of fifteen (15) hours per week. Middle School students have different requirements: middle/junior high school students attend the program for a minimum of nine (9) hours a week and three (3) days a week to accomplish program goals.

Grimmway Academy understands that situations do occur that cause students to need to leave early or miss a day altogether. The bulleted items contain examples of excusable reasons for signing out of early, or missing the ASES program, for a day.

- Documented medical, dental, or counseling appointments.
- Family emergency.
- Illness.
- Weather conditions.
- Custody agreements and court appearances.
- Observance of religious holidays or ceremonies.
- Extreme transportation constraints.
- Parallel Program (Girl Scouts or Boy Scouts, sports league, tutoring, clubs, etc.).
- Parent choice (e.g. elementary school students attend a minimum of 15 hours per week).
- Walkers or bus riders; ASES students authorized by their parent/guardian to walk or ride the bus home. These students will be signed out of ASES 30 minutes before dark during the winter months.

It is the policy of the Charter School that “Early Releases” are kept to a minimum. In the event of unauthorized instances of, or an unacceptable pattern of unauthorized early program departures, Grimmway Academy will first hold an in-person meeting with the parent or guardian to determine the reasons for the unauthorized early releases and to discuss whether the ASES program is beneficial for the student. If unauthorized instances persist following the meeting, the student may be disenrolled from ASES.

The ASES program encourages students to attend Monday – Friday after school until 6:00 p.m. in order to gain the most benefit from the program and to be academically and socially successful.

For students picked-up before 6:00 p.m., we ask “authorized adults” to write their qualifying condition for early release. Families can retrieve the form from the Site Coordinator. The Early Release Policy is to be applied on a student-by-student basis. Any early release arrangements may impact after school funding and the student’s benefits to the program. Certain grant requirements limit the use of this policy. All early releases require the approval of the Site Coordinator.

SCHOOL EVACUATION PROCEDURES

The Emergency Response Plan is a preparatory measure. Statistics show schools are still among the safest places to be on a day-to-day basis due to the strong commitment of educators, parents, and communities to their children. Nevertheless, disasters do happen and, because of that, no community can be complacent in its efforts to make its schools even safer. As a result, the following plan has been implemented.

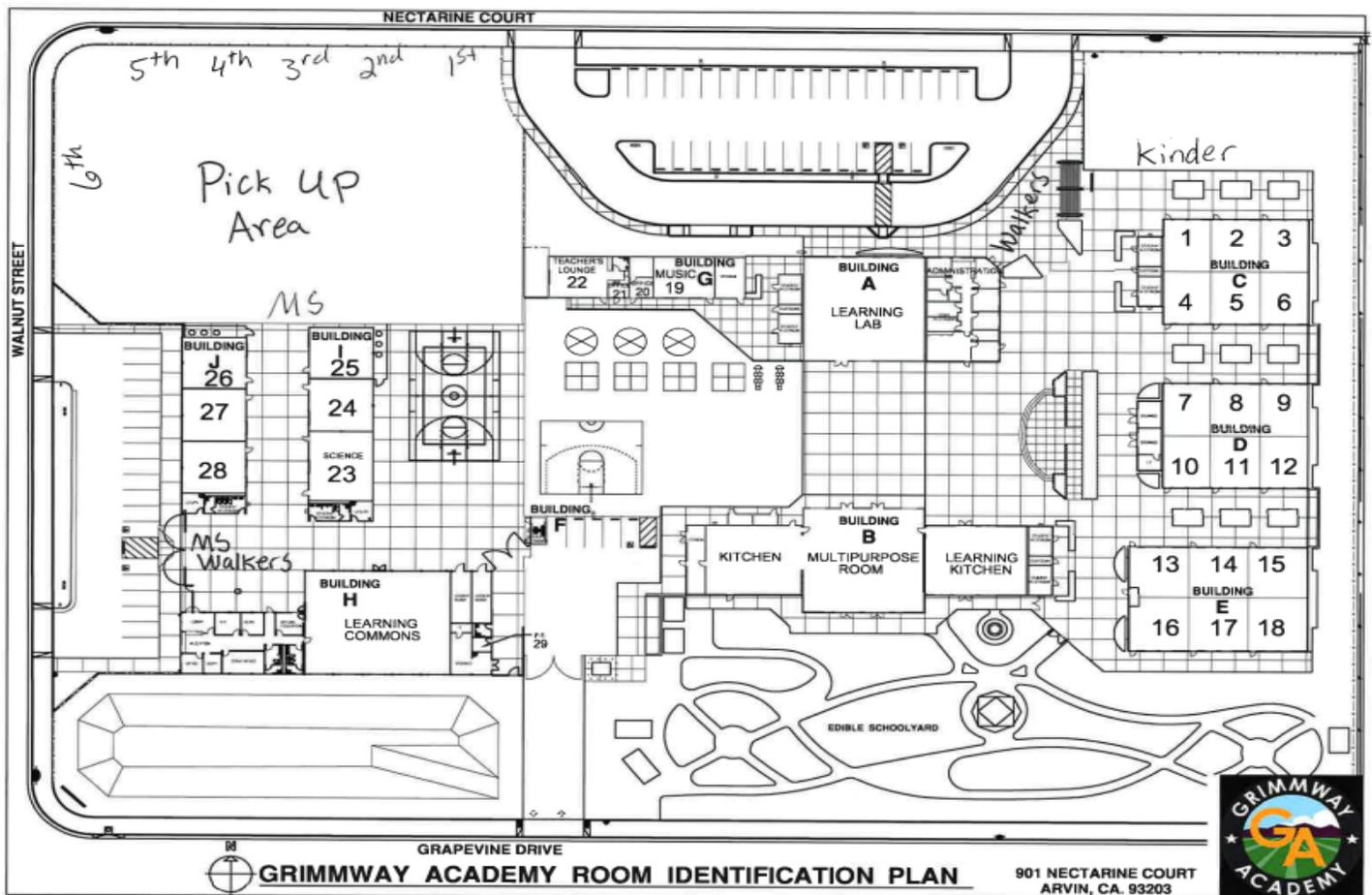
Drills – To prepare all Grimmway Academy students to act on a moment’s notice during an emergency, we will be conducting emergency practice drills at the school.

These drills, which will occur on a periodic basis throughout the year, will cover a variety of circumstances. In addition to practicing the drills, we will also be discussing with the students the appropriate actions to take during a variety of emergencies. These drills and accompanying discussions are designed to prepare your child to act quickly and to minimize your child’s fear, should an emergency occur.

Parent-Hand Off -The Emergency Response Plan also incorporates a systematic approach to reunite children with their parents. The map identifies two sites for the Parent-Hand Off. The first site is located on Nectarine Court and the second site is located on Grapevine Drive. These locations are activated only when the school premises must be evacuated. However, in some cases it may be necessary to use an alternate location. Due to the unpredictable nature of any emergency, we will only be able to tell you where the Parent-Hand Off is located at the time of the emergency.

Reuniting With Your Child -In order to ensure your child’s safety, it is necessary for us to establish procedures regarding student pickup. Therefore, please be advised of the following guidelines when picking up your child from Grimmway Academy. Only individuals designated on the student’s Emergency Information Card can pick up your student.

- **It is critical that the information and phone numbers on your child’s Emergency Information Card are current.** We will be using this information to contact you with the evacuation process and location for picking up your child.
- **You will be required to present valid identification.** This step is required to protect your child from any unauthorized individuals attempting to pick up your child.
- **You will be required to sign for the release of your child.** This is extremely important as it is our only means of ensuring that all students are accounted for at all times. Please do not take your child without signing for their release. We recognize that you may be worried and want to be reunited with your child as quickly as possible. However, this system has been established to ensure your child’s safety. You may be jeopardizing your child’s or another child’s safety by not adhering to these procedures.
- **Keeping Informed During an Emergency** -During a real emergency, you probably will not be able to reach the school by phone, as staff will be busy responding to the emergency and the needs of the students. We will, however, make every effort to contact parents, either directly, or through our School Reach Program (Phone Dialer). Please do not call the school during an emergency. Phone lines need to be kept accessible at all times, and overloading the phone system may mean that the school will not be able to communicate with first responders.



SUSPENSION AND EXPULSION POLICY

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 the Charter School. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. 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. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of 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.

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 this 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.

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 ("IDEIA") 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 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 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 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 suspension and expulsion procedures described below.

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

1. 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 or 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 Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of 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 Section 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.
- 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 Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 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 preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this 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, which includes but is not limited to, electronic files and databases, or the personal property 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, threatened 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.
 - iv. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- 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 (1)(a)-(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.
2. 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 student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
3. 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 or 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 Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of 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 Section 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.
- 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 Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 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 preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this 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, , which includes but is not limited to, electronic files and databases, or the personal property 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, threatened 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.

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

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 (3)(a)-(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.

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

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

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

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

At the conference, the 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 Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by 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 Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following: 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. 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.

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

E. Expulsion Procedures

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

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of 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 expulsion 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 entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours 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 entity 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 Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising 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 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.

G. Record of Hearing

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

H. Presentation of Evidence

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

If, due to a written request by the expelled 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 of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

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

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

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

J. Disciplinary Records

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

K. Appeal

In the event that Grimmway Academy expels a student, the student shall have the right to appeal the expulsion to the Kern County Office of Education in accordance with Education Code Sections 48919-48924.

L. 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.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not

limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. 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 of Directors following a meeting with the Principal or designee 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 of Directors 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. If a written request for open session is received from the parent/guardian, it shall be honored to the extent that privacy rights of other students are not violated. The Board of Directors may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other students or employees of the Charter School. No student shall be denied readmission on the basis that the Charter School does not have space available. The Principal or designee shall notify the student and parent/guardian, by registered mail, of the Board of Directors' decision regarding readmission. If the Board denies the student's readmission, the written notice shall describe the reasons for the denial.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the

parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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

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; and
- 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.

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), 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

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

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

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

6. Interim Alternative Educational Setting

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

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

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

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

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

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

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

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

GRIMMWAY ACADEMY NONDISCRIMINATION STATEMENT

Grimmway Academy does not discriminate against any student or employee on the basis of actual or perceived age, ancestry, color, disability (mental or physical), medical condition, marital status, national origin, nationality, race or ethnicity, immigration status, religion (including religious accommodation), religious affiliation, sex (including pregnancy, childbirth, or related medical condition), sexual orientation, gender, gender identity, gender expression, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code or on the basis of a person's association with a person or group with one or more of these actual perceived characteristics. This nondiscrimination policy covers admission or access to, or treatment or employment in, all Grimmway Academy programs and activities, including vocational education. The lack of English language skills will not be a barrier to admission to or participation in Grimmway Academy programs or activities.

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

Grimmway Academy is committed to providing a work and educational atmosphere that is free of unlawful discrimination and harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

Grimmway Academy also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. In general, harassment is intimidation or abusive behavior toward a student or employee that creates a hostile environment and can result in disciplinary action against the offending student or employee. Harassing conduct may take many forms, including but not limited to: verbal remarks, epithets and name-calling, video, graphic and written statements, or conduct that is threatening or humiliating. Grimmway Academy does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which Grimmway Academy does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. Grimmway Academy will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Inquiries, complaints, or grievances regarding discrimination, intimidation, bullying or harassment as described in this section, above, should be directed to the Grimmway Academy Uniform Complaint

Procedures (“UCP”) Compliance Officer:

Cole Sampson, Principal of Grimmway Academy
(661) 855-8200 or csampson@grimmwayschools.org

Additional information prohibiting other forms of unlawful discrimination or harassment, inappropriate behavior, and/or hate-motivated incidents/crimes may be found in the Harassment, Discrimination, and Bullying Policy that are available in all schools and offices. It is the intent of Grimmway Academy that all such policies be reviewed constantly to provide the highest level of protection from unlawful discrimination in the provision of educational services and opportunities. Grimmway Academy prohibits retaliation against anyone who files a complaint or who participates in a complaint investigation.

**GRIMMWAY ACADEMY
FAMILY/SCHOOL MUTUAL PROMISE 2018-2019**

Student's Name: _____ Grade: _____

As a Grimmway Academy Parent, I/We _____ promise to:

Parent(s)/Guardian(s)

Provide Home Academic Support by:

- ★ Ensuring my child comes to school ready to learn.
- ★ Assisting and monitoring homework assignments.
- ★ Reading with my child every night and providing a quiet place to work.
- ★ Following through with school recommended actions.
- ★ Reviewing this agreement with my child.

Provide School Support by:

- ★ Supporting the no-excuses, high expectations of the school.
- ★ Sending my child to school on time and ensuring he/she stays at school for the entire day.
- ★ Sending my child to school in proper school uniform, from head to toe.
- ★ Supporting the healthy food program.
- ★ Supporting and adhering to the School Discipline Policy.
- ★ Allowing my child to participate in activities, events, or projects where the students will be photographed, placed on the school website or videotaped.
- ★ I/we authorize the release of any photos/ videos taken of my child while participating in school activities. That includes any social network sites that Grimmway Academy deems as appropriate.

_____ **Yes, I Agree** _____ **No, I do not agree** _____ **Parent Initials Required**

Participate by:

- ★ Attending three mandatory Parent Teacher Conference meetings each school year.
- ★ Developing and fulfilling commitments in the Grimmway Academy Mutual Promise
- ★ Attending school exhibitions of student work.
- ★ Attending mandatory all-school meetings.
- ★ Actively collaborating and communicating with teachers to meet my child's learning needs.
- ★ Allowing planned in-advance home visits throughout the school year.
- ★ Making positive contributions to the school community.
- ★ Being an active member of the school community by working to continuously improve Grimmway Academy for all students.

My signature below represents my understanding and full commitment to the above pledges.

Parent/Guardian Signature

Parent/Guardian Signature

Grimmway Academy promises to:

Provide Home Academic Support by:

- Providing high quality instruction and curriculum.
- Providing trainings and workshops for parents on student academic achievement and parenting topics.
- Informing parents and guardians of homework policies and assign appropriate homework.
- Providing extended academic support opportunities to students.
- Reviewing this agreement with students.

Provide School Support by:

- Developing and implementing programs that support academic student achievement.
- Enforcing the School's Discipline Plan to ensure a safe, nurturing learning environment.
- Providing clear school communications to families regarding school policies and student behavior and progress.
- Facilitating the participation of parents in the classroom.

Encourage and Support Parent/Family Participation by:

- Developing meaningful parent activities/agendas focused on student achievement.
- Providing flexible volunteer and participation opportunities.

Cole Sampson
Principal, Grimmway Academy

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Grimmway Academy prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events, while traveling to or from school or a school-sponsored activity, and activities, regardless of location, through school-owned technology, and through other electronic means. If cyberbullying occurs outside of the scope of Grimmway Academy, but the school has knowledge of its occurrence, the school will inform the parents/guardians of the students involved.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyberbullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

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

Moreover, Grimmway Academy will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which Grimmway Academy does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. Grimmway Academy will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

To address incidents of bullying and the potential culture that supports such behavior, this policy has the following objectives:

1. Cultivation of a culture of empathy, kindness, respect, and mutual trust among students and between students and staff
2. Creation of a school climate which encourages students to disclose and discuss incidents of bullying, both in their roles as victims, perpetrators, and bystanders
3. Demonstration of a commitment to address incidents of bullying by outlining the school response to any such behaviors.

Each school will communicate its objectives, programs, and procedures to eliminate bullying in its annual parent/student handbook.

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

Cole Sampson, Principal Grimmway Academy
901 Nectarine Court
Arvin, CA 93203

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

Grimmway Academy is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
- Unwanted sexual advances, propositions or other sexual comments, such as:

- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
 - Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex
- Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment
 - Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms)

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

Prohibited Bullying

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

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by Grimmway Academy.

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

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies

using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a 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 the definition of "bullying," 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.
3. An act of "Cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a 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 definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

Grievance Procedures

1. Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed

such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Cole Sampson, Principal Grimmway Academy
901 Nectarine Court
Arvin, CA 93203

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report. Both oral and anonymous reports will be documented and reported by the Coordinator.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy. If a student/or staff member feels that he/she is the target of cyberbullying, the student or staff member is encouraged to save and print any messages or other posts sent to them that they feel constitutes cyberbullying and to notify a teacher, counselor, the Principal, Coordinator or other employee so that the matter may be investigated.

Grimmway Academy acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis. All interviews of witnesses, the victim, and the accused shall be conducted separately. During an investigation, all individuals involved must to the extent reasonably possible maintain the confidentiality of the proceedings and the names of the reporter and students involved.

Grimmway Academy prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Retaliation against anyone involved in the investigation is grounds for discipline. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

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

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of Grimmway Academy, the Coordinator or administrative designee will

promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

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

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action. Interventions and consequences will be age-appropriate and equal to the severity of the violation. Some acts of bullying may be part of a larger pattern of bullying that requires a response either at the classroom, school site or by law enforcement officials. Consequences and appropriate remedial actions for a student who commits an act of bullying may include, but are not limited to, behavioral interventions, education, suspension and/or expulsion in accordance with the Grimmway Academy Suspension and Expulsion policy, or referral to law enforcement.

4. Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures (“UCP”) complaint form at any time during the process, consistent with the procedures laid out in this Handbook.

5. Right of Appeal

Should the reporting individual find the Coordinator’s resolution unsatisfactory, he/she may follow the Parent Concern Process found in this Parent/Student Handbook.

6. False Reports and Statements

Intentionally false reports, use of the complaint process, or statement to defame a fellow student or staff member or any illegitimate reason, will result in disciplinary consequences.

Annual Report to the Board

Each school site will make an annual report to the Director of School Support Services in June, detailing bullying incidents at the school. At a fall Board meeting, the Director of School Support Services will report to the Board on bullying within Grimmway Schools and make recommendations as to how this policy can be more effectively implemented.

Education

To prevent bullying, each school site has the obligation to educate students about what bullying is and

why it is unacceptable. When possible, teachers should use existing curriculum and materials to emphasize the negative, hurtful effects of bullying, including but not limited to bullying based on immigration status. Each school site should prioritize its existing anti-bullying curriculum and seek to enhance anti-bullying education. Furthermore, each school site should educate students in an age-appropriate manner about appropriate use of electronic devices and social media.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

I hereby authorize Grimmway Academy 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 Grimmway Academy:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

UNIFORM COMPLAINT POLICY AND PROCEDURES

Scope

Grimmway Academy's policy is to comply with applicable federal and state laws and regulations. Grimmway Academy 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 Grimmway Academy program or activity; and
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Consolidated Categorical Aid Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, 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, Bilingual Education, and Economic Impact Aid.
- (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 Grimmway Academy finds merit in a pupil fees complaint Grimmway Academy shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by Grimmway Academy 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 222 regarding the rights of lactating pupils on a school campus. If Grimmway Academy finds merit in a complaint, or if the Superintendent finds merit in an appeal, Grimmway Academy shall provide a remedy to the affected pupil.
 - (6) 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

Grimmway Academy 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. Grimmway Academy cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, Grimmway Academy will attempt to do so as appropriate. Grimmway Academy 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 Principal or designee on a case-by- case basis.

Grimmway Academy 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 Grimmway Academy Board of Directors designates the following Compliance Officer to receive and investigate complaints and to ensure Grimmway Academy's compliance with law:

Cole Sampson, Principal
Grimmway Academy
901 Nectarine Court
Arvin, CA 93203

The Principal 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 Principal or designee.

Should a complaint be filed against the Principal, the compliance officer for that case shall be the President of the Grimmway Academy Board of Directors.

Notifications

The Principal or designee shall annually provide written notification of Grimmway Academy's uniform complaint procedures to students, employees, parents and/or guardians, the Governing Board, 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 Grimmway Academy speak a single primary language other than English.

The Principal or designee shall make available copies of Grimmway Academy's uniform complaint procedures free of charge.

The notice shall include the following:

1. A statement that Grimmway Academy is primarily responsible for compliance with federal and state laws and regulations.
2. 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.
3. A statement identifying the responsible staff member position(s) or unit(s) designated to receive complaints.
4. A statement that the complainant has a right to appeal Grimmway Academy's decision to the CDE by filing a written appeal within 15 days of receiving Grimmway Academy's decision.
5. A statement advising the complainant of any civil law remedies that may be available to him/her under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
6. 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 Grimmway Academy 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 Grimmway Academy.

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, Grimmway Academy 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 Grimmway Academy'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 Grimmway Academy'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.

Grimmway Academy'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 Grimmway Academy's investigation and decision, as described in Step #5 below, within sixty (60) days of Grimmway Academy's receipt of the complaint.

Step 5: Final Written Decision

Grimmway Academy's decision shall be in writing and sent to the complainant. Grimmway Academy'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 Grimmway Academy'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 Grimmway Academy'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 Grimmway Academy's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving Grimmway Academy'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 Grimmway Academy's decision.

Upon notification by the CDE that the complainant has appealed Grimmway Academy's decision, the Principal 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 Grimmway Academy, 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 Grimmway Academy's complaint procedures.
7. Other relevant information requested by the CDE.

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

Civil Law Remedies

A complainant may pursue available civil law remedies outside of Grimmway Academy'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 Grimmway Academy has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR Section 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"/> Migrant Education | <input type="checkbox"/> After School Education and Safety | <input type="checkbox"/> Foster/Homeless Youth |
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Consolidated Categorical Aid | <input type="checkbox"/> Lactating Pupils |
| <input type="checkbox"/> Pupil Fees | <input type="checkbox"/> Child Nutrition | <input type="checkbox"/> Economic Impact Aid |
| <input type="checkbox"/> Bilingual Education | <input type="checkbox"/> No Child Left Behind Programs | <input type="checkbox"/> Juvenile Court Documents |
| | <input type="checkbox"/> Every Student Succeeds Act Prog. | |
| | <input type="checkbox"/> Local Control Funding Formula o/r Local Control and Accountability Plans | |

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

Based on association with a person or group with one or more of these actual or perceived characteristics

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.

- | | | |
|--|---|--|
| <input type="checkbox"/> Age | <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Sex (Actual or Perceived) |
| <input type="checkbox"/> Ancestry | <input type="checkbox"/> Genetic Information | <input type="checkbox"/> Sexual Orientation (Actual or Perceived) |
| <input type="checkbox"/> Color | <input type="checkbox"/> National Origin | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Race or Ethnicity | |
| <input type="checkbox"/> Ethnic Group Identification | | |

Medical Condition

Religion

Marital Status

Immigration Status

2. 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.

3. Have you discussed your complaint or brought your complaint to any Grimmway Academy personnel? If you have, to whom did you take the complaint, and what was the result?

4. 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:

Cole Sampson, Principal
Grimmway Academy
901 Nectarine Court
Arvin, CA 93203

GRIMMWAY ACADEMY FAMILY EDUCATION RIGHTS AND PRIVACY ACT (“FERPA”)

NOTIFICATION OF RIGHTS UNDER FERPA

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

1. The right to inspect and review the student's education records within 5 business days after the day Grimmway Academy receives a request for access. Parents or eligible students should submit to the Grimmway Academy Principal, Cole Sampson, or designee a written request that identifies the record(s) they wish to inspect.
2. The Principal or designee will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
3. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.
4. Parents or eligible students who wish to ask Grimmway Academy to amend a record should write the Grimmway Academy Principal or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If Grimmway Academy decides not to amend the record as requested by the parent or eligible student, Grimmway Academy will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
5. The right to provide written consent before the Grimmway Academy discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.
6. One exception, which permits disclosure without consent, is disclosure to School officials with legitimate educational interests. A School official is a person employed by Grimmway Academy 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 Grimmway Academy Board of Directors. A School official also may include a volunteer or contractor outside of Grimmway Academy who performs an institutional service or function for which Grimmway Academy would otherwise use its own employees and who is under the direct control of Grimmway Academy 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. 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.

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

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

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

Family Policy Compliance Office
U.S. Department of Education

400 Maryland Avenue, SW
Washington, DC 20202

8. FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires Grimmway Academy to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. Grimmway Academy may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –
 - To other School officials, including teachers, within the educational agency or institution whom Grimmway Academy has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
 - To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
 - To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized

representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information Grimmway Academy has designated as "directory information" under §99.37. (§99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L)).
- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K)).

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. Directory Information can be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish year books. Grimmway Academy has designated the following information as directory information:

- Student's name
- Student's address
- Parent/Guardian's address
- Telephone listing
- Student's electronic mail address
- Parent/Guardian's electronic mail address
- Photograph
- Date and place of birth
- Dates of attendance
- Grade level
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended; and
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

If you do not want Grimmway Academy to disclose directory information from your child's education records without your prior written consent, you must notify Grimmway Academy in writing at the time of enrollment or re-enrollment. Please notify the Principal at: (661) 855-8200 or csampson@grimmwayschools.org

GRIMMWAY ACADEMY
FAMILY EDUCATION RIGHTS AND PRIVACY ACT ("FERPA")
DIRECTORY INFORMATION
OPT-OUT FORM 2018-2019

Students Name: _____ Today's Date: ____/____/____

SSN#: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that Grimmway Academy, with certain exceptions, obtain written consent prior to the disclosure of personally identifiable information from a student's education records. However, Grimmway Academy may disclose the categories of information designated by Grimmway Academy as "directory information" without prior written consent.

The information listed below has been designated as "Directory Information" by Grimmway Academy and may therefore be released at the discretion of Grimmway Academy. You may request that Grimmway Academy not release this "Directory Information" without obtaining your prior written consent by completing this FERPA Directory Information Opt-Out Form. Your request to withhold "directory information" is valid for the current school year. A new FERPA Directory Information Opt-Out Form must be completed each school year.

Please place a checkmark in the box beside the categories of "Directory Information" listed below that you do not want Grimmway Academy to disclose without your consent:

- Student's name
- Student's address
- Parent/Guardian's address
- Telephone listing
- Student's electronic mail address
- Parent/Guardian's electronic mail address
- Photograph
- Date and place of birth
- Dates of attendance
- Grade level
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended; and
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

By signing below, I am giving written notification to Grimmway Academy that it may not disclose the categories of "Directory Information" that I have marked above unless I give prior written consent. I understand that such information may still be disclosed by Grimmway Academy if disclosure is otherwise permissible under FERPA.

Student Name (please print): _____

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____ Date: _____

ACCEPTABLE USE POLICY AND STUDENT INTERNET PERMISSION AGREEMENT

Each student and his or her parent(s)/guardian(s) must sign this Agreement before being granted network/internet access at Grimmway Academy. Please read this document carefully before signing.

Grimmway Academy offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware in order to further the educational purpose of the school. The Grimmway Academy Board of Directors intends that technological resources provided by the school be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning. Access is given as a privilege, not a right, and may be limited or denied by Grimmway Academy personnel. Grimmway Academy administration, faculty, and staff reserve the right to access, review and modify and/or delete any student's files and data records used on the school technology/communication system that violate this Policy.

Educational Purpose

“Educational purpose” means classroom activities, research in academic subjects, career or professional development activities, Grimmway Academy approved personal research activities, or other purposes as defined by Grimmway Academy from time to time.

“Inappropriate use” means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the *Student Internet Permission Agreement*.

Notice

Grimmway Academy shall notify students and parents/guardians about authorized uses of school computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Terms and Conditions to which you agree as a Grimmway Academy Student

1. I understand that...

- a. The use of the internet/network is a privilege, not a right, which may be revoked at any time for inappropriate use. The school reserves the right to restrict the use of any digital content that is primarily for a social or entertainment purpose, or that otherwise detracts from the educational environment and is not of educational purpose. These restrictions may be enforced on the school network and/or any electronic device I use while at Grimmway Academy.
- b. All school-provided technology, including network access and storage, is for educational use. Any other use may result in loss of user account or access to the internet/network, and/or confiscation of equipment.

- c. Email and storage accounts are Grimmway Academy property.
- d. Anything I do on Grimmway Academy computers, or on the Grimmway Academy network is not private and can be monitored by administration, faculty, and staff.
- e. I assume responsibility for understanding this policy and its guidelines as a condition of using Grimmway's network.
- f. Each student must have a completed *Student Internet Permission Agreement* on file, stating whether or not he/she will abide by Grimmway Academy's Acceptable Use Policy and rules regarding technology resources. Signatures of students and parents/guardians indicate an agreement to comply with Grimmway Academy's standards and honor the agreement they have signed. In that agreement, the student and his/her parent/guardian shall agree not to hold the Grimmway Academy or any Grimmway Academy staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Grimmway Academy and Grimmway Academy personnel for any damages or costs incurred.

2. I will...

- a. Abide by all rules and regulations of the system as changed or added to from time to time by the administration.
- b. Address all concerns regarding the use of technology first to the supervising teacher, and then to the administration.
- c. Abide by the additional rules set out in other technology policies and/or agreements.

**3. I will not engage in inappropriate use when using Grimmway Academy's resources.
Examples of inappropriate use include:**

- a. Use or carry on my person, any personal electronic device, including, but not limited to Chromebook, laptop, netbook, iPad, tablet, Kindle, head/earphones, mobile or smart phone, in Grimmway Academy between 8:00 am and 3:00 pm.
- b. Use any software or access any internet content in the classroom that has been prohibited by the teacher or school, or for any illegal purpose whatsoever.
- c. Attempt to circumvent or uninstall monitoring software from my Chromebook or any other Grimmway Academy computer.
- d. Use Grimmway Academy Chromebooks, computers, DVD/VCR players, cameras, classroom projectors or other school technical equipment without permission.
- e. Use anyone else's ID and password nor allow anyone else to use my username(s) or password(s). The person in whose name an account is issued is responsible at all times for its

proper use. Passwords should never be shared with another person and should be changed on a regular basis.

- f. Hacking or attempting to hack into any school computer or server, or any other person's account. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions are strictly prohibited.
- g. Knowingly attempt to introduce any virus or malware, or any other destructive software, onto any Grimmway Academy computers or across network.
- h. Download or store on my Chromebook or computer any music, games, videos or other media for which I have not obtained a legal license.
- i. Download, install or run any software on my Chromebook or computer for which I have not obtained a legal license.
- j. Plagiarize, or violate copyright laws in regards to unauthorized use, copying, or forwarding of copyrighted materials including text, images, audio, music or video clips.
- k. Vandalize any technology at Grimmway Academy.
- l. Interfere with others' use of technology.
- m. Use any computer to commit acts which are illegal or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further or advance criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to Grimmway Academy, other students, or the community.
- n. Use technology resources to harass, insult, intimidate, bully or attack others.
- o. Use technology resources to create, find, share, or download offensive, obscene language and/or images or pornography or any other visual depictions that are harmful to minors.

4. I assume responsibility for...

- a. Any damages to school equipment while I am using it. This includes paying for repairs, which are listed in the Acceptable Use Policy for Computers, Electronic Devices, Network, and Other Electronic Information.
- b. Any consequences that arise from my use of technology- including my cell phone/personal technology- while at Grimmway Academy.
- c. My actions while on-line. This means that I will be polite to others and use appropriate language.

- d. Being a good digital citizen, respecting the technology made available to me, and setting a good example in my use of technology to better our learning community.

Social Media

The school recognizes that social media can be used for instruction to connect students with the global community; however, the Terms of Service (TOS) of many social media tools eliminate the majority of Grimmway Academy's population from using these tools. Should teachers choose to use legally acceptable social media tools, a certified teacher will supervise students. When social media is used, normal school rules of etiquette and conduct spelled out in the student handbook apply, including rules regarding discrimination, intimidation, bullying and harassment. The school reserves the right to limit or block student use of such sites at the discretion of the administration. Additionally, we encourage all parent/guardians to be fully aware of their student's use of social media and to monitor what is acceptable for them to make use of while outside of school.

Consequences for Violations

Students who violate the Acceptable Use Policy may lose their account privileges at the discretion of the administration. The administration will determine the length of time for which privileges are lost on an individual basis. Further disciplinary action including, but not limited to, detentions, suspensions, expulsions and police notification will be issued by the administration as deemed necessary.

Safety

Grimmway Academy shall ensure that all Grimmway Academy computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While Grimmway Academy is able exercise reasonable control over content created and purchased by Grimmway Academy, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither Grimmway Academy nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence.

To reinforce these measures, the Principal or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

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

The Principal or designees shall provide age-appropriate instruction regarding safe and appropriate

behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying. Students are expected to follow safe practices when using Grimmway Academy technology.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

No Warranties

Grimmway Academy makes no warranties of any kind, whether expressed or implied, regarding the use of computers, Grimmway Academy's network, the Internet, or the accuracy, correctness, completeness, or reliability of any information, files, or software. The school will not be responsible for any damages for any of the foregoing, including loss of data, non-deliveries, missed-deliveries, or service interruptions, whether caused by its negligence, user errors or omissions, or other defects. Use of any information obtained via the Internet is at the user's own risk. The school specifically denies any responsibility for the accuracy or quality of information obtained through use of Grimmway Academy's network or the Internet.

Indemnification

The parent or guardian, by signing below, in consideration of Grimmway Academy providing his/her student with network and Internet access, agrees to indemnify Grimmway Academy for any losses, costs, or damages (including reasonable attorney's fees) incurred by Grimmway Academy relating to, or arising out of, any breach of these or other Grimmway Academy rules by the student in using computers, the network, and the Internet.

STUDENT INTERNET PERMISSION AGREEMENT

Please complete ALL of the information below and return this form to Grimmway Academy. It MUST be completed, signed and returned regardless of whether you WILL or WILL NOT allow your child to use Grimmway Academy technology resources based on the *Technology Acceptable Use Policy*. Grimmway Academy supports and respects each family's right to decide whether your child has access to these resources.

We, student and parent/guardian, have read, understand and agree to abide by all rules contained in this Technology Acceptable Use Policy, Grimmway Academy's Acceptable Use Policy for Computers, Electronic Devices, Network, and Other Electronic Information, and any other rules of computer, network, or Internet use adopted from time to time. We have discussed this policy and understand that our child is required to follow the rules for acceptable use of technology. We further understand that, we will be liable for any violations of these rules and that our child will be subject to potential disciplinary action for violating these rules including, but not limited to, loss of access and user privileges, school disciplinary action, and/or appropriate legal action. We agree not to hold Grimmway Academy or any Grimmway Academy staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. We also agree to indemnify and hold harmless Grimmway Academy and Grimmway Academy personnel for any damages or costs incurred.

The signature(s) of parent(s) or guardian(s) and student(s) are required on this Agreement before a student will be issued a Grimmway Academy account that will allow him or her to access the network and Internet resources. In addition, both parent/guardian and student must sign the Laptop Legal Agreement before the student will be issued a laptop.

(Please check ONLY one box.)

- We, student and parent/guardian, **ACCEPT** this policy and agree to abide by its rules and mandates; our acceptance will allow (student name) to use **Grimmway Academy's** technology resources—computer hardware/software and networks and the Internet (*e.g.*, electronic mail and the World Wide Web). We hold **Grimmway Academy** and its officers, board members, employees and agents harmless from and against any and all liability, loss, expense or claim for injury or damages students may have arising out of the use of **Grimmway Academy's** technology resources.
- We, student and parent/guardian, **DO NOT ACCEPT** this policy; we understand that (student name) _____ will not be allowed to use **Grimmway Academy's** technology resources—computer hardware/software, networks, servers, or the Internet (*e.g.* electronic mail, and the World Wide Web).

Grade _____ Date _____

Student Name (print) _____

Student Signature _____

Parent/Guardian Name (print) _____

Parent/Guardian Signature _____

Home Phone Number _____

Type 2 Diabetes Information

The California Department of Education developed this type 2 diabetes information in collaboration with the California Department of Public Health, American Diabetes Association, California School Nurses Organization, and Children’s Hospital of Orange County. Also see [available translations](#) of this information.

Description

Type 2 diabetes is the most common form of diabetes in adults.

- Until a few years ago, type 2 diabetes was rare in children, but it is becoming more common, especially for overweight teens.
- According to the U.S. Centers for Disease Control and Prevention (CDC), one in three American children born after 2000 will develop type 2 diabetes in his or her lifetime.

Type 2 diabetes affects the way the body is able to use sugar (glucose) for energy.

- The body turns the carbohydrates in food into glucose, the basic fuel for the body’s cells.
- The pancreas makes insulin, a hormone that moves glucose from the blood to the cells.
- In type 2 diabetes, the body’s cells resist the effects of insulin, and blood glucose levels rise.
- Over time, glucose reaches dangerously high levels in the blood, which is called hyperglycemia.
- Hyperglycemia can lead to health problems like heart disease, blindness, and kidney failure.

Risk Factors Associated with Type 2 Diabetes

It is recommended that students displaying or possibly experiencing the risk factors and warning signs associated with type 2 diabetes be screened (tested) for the disease.

Researchers do not completely understand why some people develop type 2 diabetes and others do not; however, the following risk factors are associated with an increased risk of type 2 diabetes in children:

- **Being overweight.** The single greatest risk factor for type 2 diabetes in children is excess weight. In the U.S., almost one out of every five children is overweight. The chances are more than double that an overweight child will develop diabetes.
- **Family history of diabetes.** Many affected children and youth have at least one parent with diabetes or have a significant family history of the disease.
- **Inactivity.** Being inactive further reduces the body's ability to respond to insulin.
- **Specific racial/ethnic groups.** Native Americans, African Americans, Hispanics/Latinos, or Asian/Pacific Islanders are more prone than other ethnic groups to develop type 2 diabetes.
- **Puberty.** Young people in puberty are more likely to develop type 2 diabetes than younger children, probably because of normal rises in hormone levels that can cause insulin resistance during this stage of rapid growth and physical development.

Warning Signs and Symptoms Associated with Type 2 Diabetes

Warning signs and symptoms of type 2 diabetes in children develop slowly, and initially there may be no symptoms. However, not everyone with insulin resistance or type 2 diabetes develops these

warning signs, and not everyone who has these symptoms necessarily has type 2 diabetes.

- Increased hunger, even after eating
- Unexplained weight loss
- Increased thirst, dry mouth, and frequent urination
- Feeling very tired
- Blurred vision
- Slow healing of sores or cuts
- Dark velvety or ridged patches of skin, especially on the back of the neck or under the arms
- Irregular periods, no periods, and/or excess facial and body hair growth in girls
- High blood pressure or abnormal blood fats levels

Type 2 Diabetes Prevention Methods and Treatments

Healthy lifestyle choices can help prevent and treat type 2 diabetes. Even with a family history of diabetes, eating healthy foods in the correct amounts and exercising regularly can help children achieve or maintain a normal weight and normal blood glucose levels.

- **Eat healthy foods.** Make wise food choices. Eat foods low in fat and calories.
- **Get more physical activity.** Increase physical activity to at least 60 minutes every day.
- **Take medication.** If diet and exercise are not enough to control the disease, it may be necessary to treat type 2 diabetes with medication.

The first step in treating type 2 diabetes is to visit a doctor. A doctor can determine if a child is overweight based on the child's age, weight, and height. A doctor can also request tests of a child's blood glucose to see if the child has diabetes or pre-diabetes (a condition which may lead to type 2 diabetes).

Types of Diabetes Screening Tests That Are Available

- **Glycated hemoglobin (A1C) test.** A blood test measures the average blood sugar level over two to three months. An A1C level of 6.5 percent or higher on two separate tests indicates diabetes.
- **Random (non-fasting) blood sugar test.** A blood sample is taken at a random time. A random blood sugar level of 200 milligrams per deciliter (mg/dL) or higher suggests diabetes. This test must be confirmed with a fasting blood glucose test.
- **Fasting blood sugar test.** A blood sample is taken after an overnight fast. A fasting blood sugar level less than 100 mg/dL is normal. A level of 100 to 125 mg/dL is considered pre-diabetes. A level of 126 mg/dL or higher on two separate tests indicates diabetes.
- **Oral glucose tolerance test.** A test measuring the fasting blood sugar level after an overnight fast with periodic testing for the next several hours after drinking a sugary liquid. A reading of more than 200 mg/dL after two hours indicates diabetes.

Type 2 diabetes in children is a preventable/treatable disease and the guidance provided in this information sheet is intended to raise awareness about this disease. Contact the school office if you have questions.

References

[American Diabetes Association Clinical Journal](#) 

[Helping Children with Diabetes Succeed: A Guide for School Personnel](#) 

[KidsHealth](#) 

[Mayo Clinic](#) 

[National Library of Medicine and National Institutes of Health's MedLine](#) 

[Centers for Disease Control and Prevention](#) 

Questions: Coordinated School Health and Safety Office | 916-319-0914

Last Reviewed: Monday, April 3, 2017