

# Agnes J. Johnson Charter School



## Family Handbook 2023-2024

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## GENERAL INFORMATION

### **Mission**

Agnes J. Johnson Charter School educates students in grades TK-12 in Southern Humboldt County in an inclusive community supported by families and educators using innovative instructional strategies including multiple modalities, experiential learning and practical applications to ensure academic excellence based on state standards, rural agricultural preservation, and civic responsibility.

### **Vision**

Agnes J. Johnson Charter School will develop productive, self-sufficient citizens capable of self-expression, effective communication, problem solving, and critical thinking who will succeed in our constantly changing world.

### **Core Values**

**Environment** – AJJCS provides an ecologically-conscious, multicultural, creative, and meaningfully rigorous education provided in a small, positive, and peaceful school environment.

**Hands-On** – AJJCS encourages students to learn by doing through environmental exploration and outdoor learning.

**Sustainability** – AJJCS practices and promotes organic gardening, farm to table, solar power, composting and recycling to engrain the power of a sustainable future.

**Mindfulness** – AJJCS practices and promotes mindfulness or the mental state achieved by focusing one's awareness on the present moment which supports student health, cognition, attention and emotions.

**Service Learning** – AJJCS guides students in projects supporting local and nonprofit organizations that support our ideals to provide opportunities for our students to contribute designed to affect change in our community and across our country.

**Life-long Learning** – AJJCS incorporates curriculum and lifestyle activities in every classroom. AJJCS incorporates the knowledge and experience of our core values into every child's education to develop a lifelong love for learning.

**Local Farming** – AJJCS is connected to our region and will inspire students to work the land, run a business and provide enriching and sustainability-conscious products and services.

## Introduction to Charter School Family Handbook

This is our Family Handbook, and all parents and students are required to sign the form that affirms that you have read and understand the school’s policies and practices. Agnes J. Johnson Charter School (“AJJCS”) is a California public charter school operated by Southern Humboldt Charter Schools (“SHCS”), and authorized by the Humboldt County Board of Education (“HCBOE”) with oversight from the Humboldt County Office of Education (“HCOE”) (collectively referred to herein as the “County”), and to be located within the boundaries of the Southern Humboldt Joint Unified School District (“SHJUSD” or the “District”). The District has no authority over AJJCS. This Family Handbook contains most of the policies of AJJCS. Additional policies are listed in the Board Policies. This handbook is intended to be used by students, parents and staff as a guide to the rules, regulations, and general information about our school. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day, or school year. This handbook does not create a “contract.” The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable policies, State and Federal statutes and regulations, and educated decisions.

## Assistance Directory

School Office (707) 946-2347

Absence Clearance	Student Services
Application Process	Application of Interest Online
Athletic Clearance	Executive Director
Athletic Information	Athletic Coordinator
Change of Address or Phone Number	Student Services
Conference with Teacher	School Office or Email Teacher
Discipline	Teacher/Administrator/ Family Handbook
Grades and Credits	Teacher/Executive Director/Leader of Instructional Services



Immunization Records	Student Services
Long-Term Illness	Executive Director
Lunch Program	Student Services
Registration	Student Services
Student Council	Student Services
Student Schedules	Student Services
Theft Report	Executive Director
Transcripts	Student Services
Dress Code Questions	Student Services/Handbook
Update Phone Numbers and Contacts	Student Services
Work Permits	Executive Director
Yearbook Purchase	Student Services

### **Comprehensive Anti-Discrimination and Harassment Policies and Procedures**

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

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

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

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

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1)

when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student. You can also locate the form on the school website.

The Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability). Agnes J. Johnson Charter School also prohibits sexual harassment, including cyber sexual bullying , and harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, citizenship or immigration status, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s 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. Agnes J. Johnson Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which Agnes J. Johnson Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. Agnes J. Johnson Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Agnes J. Johnson Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

Executive Director  
Agnes J Johnson Charter School  
Address: 73 School Road/P.O. Box 116, Weott, CA 97551  
Phone Number (707) 946-2347  
Email Address: admin@ajjcharter.com

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

## **Admission Policy**

Pupils currently attending the school shall be guaranteed placement for the subsequent year if the intent to re-enroll is submitted by the posted deadline (newsletter and website); otherwise, the child loses his/her guaranteed placement and must participate in the open enrollment process. Placement for subsequent years also depends on the timely completion of all forms required for yearly enrollment including re-enrollment forms by the posted deadline. AJJCS does follow a lottery for admission as needed.

## **Enrollment**

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records

## **WASC Accreditation and Transferability of Courses**

The Charter School will serve students in grades 9-12, and before the Charter School graduates its first class of students, the Charter School shall obtain, and thereafter maintain, Western Association of Schools and Colleges (“WASC”) accreditation. The Charter School will work with WASC to obtain accreditation during the third year of the Charter term so that the first graduating class will have courses that are transferable to college or to other high schools. If this is not possible, AJJCS will provide verification that AJJCS is in the process of being WASC accredited to any colleges requesting proof of WASC accreditation status. The courses are transferable to other high schools and colleges as they are accredited through Accelerate Learning. If the parents or students have any additional or specific questions, they can set an appointment with the Executive Director to further explain the transferability of courses.

## **FAMILY AND COMMUNITY INVOLVEMENT**

### **Parent Involvement in Governance**

Parental involvement is critical, and parents are a key part of the process of supporting and guiding the Charter School. Parents are welcome at AJJCS and are a key part of the learning process at the Charter School. Parents are welcome to attend Board Meetings. Parents will receive a weekly newsletter of Charter School happenings and important dates and will receive a monthly progress report with assessment results to be apprised of test scores across the Charter School and for their individual child, are key in the LCAP development process and their input will be received through surveys and parent forums. AJJCS will strive to enhance relationships with parents through parent education nights, family nights, student showcases, open houses and back to school nights.

To also educate our parents, we will hold parent meetings to answer any questions they have and instruct them on topics of interest like state standards, supporting their children academically and mindfulness. Teachers will provide parents guidance on how they can help their child succeed at home in their studies as well. Teachers will send home progress reports, hold parent conferences, and provide parents information on the website.

The AJJCS culture involves a community of staff, parents, and professionals dedicated to empowering students to achieve their goals. Learning outcomes improve when parents or guardians actively participate in their child's education. Parents are viewed as valued partners at AJJCS and are invited to volunteer in the classroom, participate in Charter School committees and events, and attend Board meetings.

AJJCS will engage parents, teachers and community leaders to meet on a periodic basis to advise on the operations of AJJCS, with the purpose of increasing student achievement, sense of belonging to a greater learning community, and pride in how students are demonstrating their learning.

AJJCS shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the Charter School's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to AJJCS.

Parents bring a wealth of experiences to the school community and will be offered many opportunities throughout the school year to participate in policy making, fundraising, events, etc.

### **School Site Council (“SSC”)**

SSC meetings will be held at least four times annually. The SSC meetings shall be in accordance with the Brown Act. SSC is composed of seven (7) members representing all the stakeholders which include: one (1) administrator, one (1) teacher, two (2) classified employees, and three (3) parents, all nominated and elected by those groups they represent. The SSC at AJJCS will be the vehicle through which the school community comes together to chart the Charter School’s plan for improvement. The goal of the SSC is to ensure that the Charter School is continually engaged in identifying and implementing curriculum and instructional practices that result in both strengthening the core academic program and guaranteeing student access to and success in that program.

The main responsibilities of the SSC are as follows:

- Annually develop and approve the Local Control and Accountability Plan which includes the Single Plan for Student Achievement
- Review and revise School Safety Plans
- Advise the Charter School on the parent involvement policy
- Review the Charter School parent compact (Title I)

### **English Language Advisory Committee (“ELAC”)**

To the extent that AJJCS has more than 21 identified English Learners, regardless of the types of programs offered at the Charter School, AJJCS will maintain an English Language Advisory Committee. The ELAC will meet four times per year. The ELAC meetings shall be in accordance with the Brown Act. ELAC is composed of a Teacher or Program Lead and parents of English Learners. Translation is provided by parents and staff. The purpose of ELAC is to provide parents of English learners the opportunity to:

- Participate in the Charter School’s needs assessment on any issue, not limited to those pertaining to English Learners
- Advise the team leads and Charter School staff on the Charter School’s program and services for English Learners
- Provide input on the most effective ways to ensure regular Charter School attendance
- Advise the Charter School on the annual language census
- May advise the School Site Council on the development of the Local Control and Accountability Plan

### **Ongoing School-Home Links**

In accordance with the AJJCS ideals, we recognize that strong relationships between Charter School and home depend on mutual respect, trust, and communication. The best way to build such relationships is by fostering dialogue to assure that parents understand and support the fundamental

mission and vision of the AJJCS, and to help Charter School staff understand the needs, wishes, values, and culture of parents and students. Every staff member will serve as a facilitator of this process. School-home bridge-building activities may include:

- Parent meetings and/or surveys to solicit input on major Charter School decisions and feedback on ongoing operations;
- Invitation of parents to meetings, workshops, and Charter School functions;
- Regular communication between parents and teachers; and
- Charter School celebrations.

## **Volunteer**

In order to safeguard students, an approved Volunteer Information Form is required for all visitors and volunteers on campus. A Volunteer Information Form must be completed and approved each year. ALL visitors and volunteers are required to sign in and obtain a visitor's badge from the office. If you are able to visit or volunteer in your child's classroom, please request and complete the Volunteer Information Form. Requests can be made at the school office.

When completing the Volunteer Information Form:

- Fill out the form completely.
- TB clearance and LiveScan Fingerprinting is only required for those volunteers who work 5 or more hours per week, on a regular basis. If you think you will be volunteering 5 or more hours per week, on a regular basis, please come to the office to obtain TB test and LiveScan information which the Charter School will reimburse if you are cleared.
- You may use one form for multiple children. Be sure to include their names and teacher's names.
- Use "2023-24 School Year" for dates or days volunteer services will be performed. You can let the individual teacher(s) know which days you are available. Teachers will schedule classroom volunteers as needed.
- Description of services to be performed should include "class help" and if you would like to drive on a field trip, indicate "field trips"
- Attach a clear copy of your Driver's License or other picture I.D.
- If volunteer is someone other than parent or legal guardian (i.e. grandparent, aunt, uncle, etc) a letter from a parent or legal guardian giving permission to volunteer is required.

In addition to volunteering in the classroom, parents are sometimes needed to drive and chaperone students on field trips. Only the parents and legal guardians may drive on field trips. All drivers

must have an approved Volunteer Form on file, Field Trip by Private Vehicle Driver's Statement Form on file, a valid California driver's license, carry \$100,000//\$300,000/\$25,000 in liability insurance, and be the owner of the vehicle. This information must be on file with the office no less than 5 school days prior to the field trip. At this time, we would like to encourage parents wishing to drive on field trips to bring a copy of the declaration page of your insurance policy and current registration to the office to have on file.

## **SCHOOL VOLUNTEER PROCEDURE**

**Volunteer help** is defined as an adult providing help and performing duties for students at a school site without compensation.

### **Types of Volunteers**

#### **1. Parent Club or Special Event Volunteers**

These volunteers provide assistance with snack bars, chaperone dances, help set up special activities, drive field trips and other limited events or special occasions. They work with other volunteers, are supervised by certificated staff, and do not have direct responsibility for supervising students.

These volunteers are required to complete the Volunteer Information Form that includes names, address and phone number, a brief description of service to be provided, a copy of their driver's license, and name of supervisor: teacher or Executive Director. Volunteers who are driving on field trips must also complete the Field Trip By Private Vehicle Driver's Statement Form.

#### **2. Program, Classroom, or Office Volunteers**

These volunteers provide assistance in administrative and/or academic areas on a regular or frequent basis (five hours or more each week), such as a three-day-per-week after-school volunteer, daily assisting with a class, or a two-day-per-week office assistant. These volunteers are generally supervised by certificated staff and may work alone with students. These volunteers are required to meet the following conditions:

- a) Completion of a Volunteer Information Form that includes names, address and phone number, a brief description of service to be provided, a copy of their driver's license, and name of supervisor: teacher or Executive Director.
- b) A valid tuberculosis (TB) clearance.
- c) LiveScan Fingerprint Verification

- d) No volunteer may provide services until the form, livescan and TB clearance are completed and on file with the School Office.

## **Donations**

AJJCS welcomes donations. Tax deductible donations to the AJJCS support all areas of the operating budget and enhance the education of our children, in partnership with the AJJCS family community, in a secure and joyful environment. AJJCS supports program expansion, improvement of facilities, and unforeseen expenses that may arise throughout the year. Your donation will:

- Provide access to technology and educational software for AJJCS students.
- Provide additional enrichment support to expand the AJJCS program: gardening, STEAM, and Art/Media.
- Fund educational field trips so AJJCS students are able to explore the world through hands-on experiences.

Each year, annual giving provides the additional funds necessary to meet the many expenses not covered by funds our school receives from the State. These unrestricted funds support numerous areas that contribute to the uniqueness of an AJJCS education, including gardening, STEAM, art/media education, special programs in technology and science, and much more. Additionally, these funds make possible the purchase of equipment and supplies in a variety of areas such as physical education, art, music and library programs, and help to maintain a safe and secure school environment. Your gifts to AJJCS enhance the education of our students and help to ensure their success in the classroom and beyond.

Donations to the AJJCS can be done in person or by mail.

## **Parent Observation of Class**

Parents are entitled to visit their students' classrooms for the purposes of observation. AJJCS requests at least 24 hours' notice is required before the visit may take place. Administrators reserve the right to accompany a parent to a classroom for an observation. Parents who are observing classrooms are required to follow Visitor procedures: check into office, receive visitor pass, and check back into office and return visitor pass when leaving the campus.

## **Parent and Family Engagement Policy**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter



School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request in the main office.

### **Parent Procedure for Contacting Staff**

When the need arises for a conference with a teacher, counselor, or an administrator, the first step is to contact that person via email or phone. Email addresses are available on the Agnes J. Johnson Charter School's Website:

Communication between parents, students and faculty is important to everyone. The following steps are in place to address concerns:

1. The first contact must be with the teacher either by email or a note or message with the office.
2. If the teacher has not responded within (three) 3 school days, then the second contact may be with the Executive Director either by email or phone call (voice mail).
3. If the concern remains unresolved, a conference between parent(s), teacher, and an administrator should be scheduled.

## **ACADEMICS AND INSTRUCTIONAL PROGRAM**

### **Student Success Team (SST)**

When a child is struggling, his/her teacher may schedule a meeting with the parent, teachers, student (if appropriate), site administrator, and others who are familiar with the student. The purpose of the meeting is to identify the student's strengths and challenges, to ask and answer questions related to the student's performance, to determine what has worked and what more can be done by whom and when. Copies of the SST plan will be distributed to all stakeholders for immediate implementation. A follow-up SST meeting to evaluate how the SST plan is working and to make any additions or changes to the plan will be scheduled. The SST process is an essential step in assessing whether or not a student requires more intensive intervention and investigation into patterns of strengths and weaknesses.

### **College and Career Opportunities and Information**

At the High School level, the Executive Director and Lead Teacher will assist students in assessing their interests, aptitudes, values, temperament, stereotypes, achievements, and many other factors

which relate to college and career choice. A four-year sequence will be completed for each high school student, which includes instruction, self-assessment, interest inventories, work observation, career interviews, and career speakers.

### **Teacher Involvement**

AJJCS views teachers as the experts in curriculum and instruction. As the primary executors of the AJJCS' educational program, they are the day-to-day stewards of the AJJCS' mission and vision. Their voices will be heard as authoritative in matters related to curriculum, instruction, and student achievement, and teachers will have weight in all areas of Charter School decision-making. Teachers will confer among themselves and with administration to discuss concerns, student progress, student needs, professional development plans, long-range Charter School plans, and other governance issues.

### **Student Involvement**

Students' voices are respected in Charter School decisions, and their expertise about their needs and interests is acknowledged and valued. Student opinion regarding the effectiveness of instructional styles in meeting their learning needs is integral to curricular design. AJJCS has a duty to be responsive to all students' needs and interests, so long as they are consistent with the AJJCS' mission and vision.

### **Sexual Health Education**

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

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation comprehensive sexual health education and HIV prevention education in writing to the Agnes J. Johnson Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Agnes J. Johnson Charter School personnel or outside consultants. When Agnes J. Johnson Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - o the date of the instruction

- o the name of the organization or affiliation of each guest speaker
- Request a copy of Education Codes 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student’s health behaviors and risks may be administered to grade 7-10 students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey (“opt-out”). Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

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

Agnes J. Johnson Charter School 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 Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

### **Student Awards Recognition Program**

Students will be recognized for excellence in attendance, academics, citizenship, and special efforts through a monthly award assembly. All families are invited to EVERY Student Awards Assembly. Accomplishments will be recognized monthly with the major awards being presented at the quarter, semester and end of the year awards assemblies. The objective of the recognition program is to acknowledge and encourage positive accomplishments while discouraging negative behavior. Staff will identify award recipients based on the established criteria.

Reclassification Celebration: This award is presented to each student who is reclassified from being an English Learner to being Fluent English Proficient as determined by their scores on the previous year’s standardized tests, ELPAC scores, and teacher recommendation.

## **Grading System**

AJJCS will use two types of grading systems. In grades TK-4, AJJCS will use a standards-based grading system. Students will be evaluated on standard mastery. In grades 5-12, AJJCS will use a letter grade grading system on a semester schedule.

### **Grades TK-4 Grading System**

A student may score as below:

M - Meets the standard

P - Progressing toward the standard

E - Emerging (needs practice and support)

C - Concern area (far below the standard)

NR - Not reported at this time

### **Grades 6-12 Grading System**

A student will be evaluated by a letter grade A-F on all assignments, quizzes, tests, projects and courses.

### **Percent Breakdown**

A	93-100	4.0
A-	90-92	3.7
B+	87-89	3.3
B	83-86	3.0
B-	80-82	2.7
C+	77-79	2.3
C	73-76	2.0
C-	70-72	1.7
D+	67-69	1.3
D	63-66	1.0
D-	60-62	0.7
F	0-59	0.0

These grades are determined on the following:

- Quality of Work
- Interpretation and application of facts, concepts, and principles of the subject
- Originality, initiative, and reasoning
- Quantity of completed class and homework (effort is important here)
- Meeting the standards of the course/subject

## **Category Weighting Grades 4-12**

10 Homework

30 Participation/Classwork

40 Projects

20 Test/Quiz/Essay

## **Social Emotional Development**

The grade in any given course represents the degree to which the student has met the standards and achieved the goals of the course. Grades reflect the quality of the student's work and the student's degree of mastery of academic standards. The semester grade reflects cumulative achievement for the entire semester. Attendance, and related participation and contributions are contributing factors in meeting the standards and earning a grade.

The grade does not explain a student's social emotional development; therefore, progress toward social emotional development will also be reported on a four point rubric based on effort.

## **EFFORT SCALE**

**4 - Consistently**

**3 - Usually**

**2 - Occasionally**

**1 - Rarely**

## **Revision opportunities**

Students may revise homework, classwork, quizzes, tests, mid-terms, essays, and projects within one week from the day the assignment is returned, or grade is posted. Teachers will accept revisions and will determine the amount of credit earned based on the quality of the work submitted. The grade will be replaced with the revision unless the revision grade is lower than the original grade.

## **Deficiency Notices**

Deficiency notices will be sent three weeks before the end of each quarter in grade 5-12 if a student's grade is below a C- or lower or a C-Concern Area in any core content/class. While phone calls and emails are used frequently, these deficiency notices serve as a formal notice and are placed in the student's file. Teachers will also communicate with parents/guardians through emails, phone calls and emails. It is the responsibility of the teachers to contact parents/guardians if a student is academically low achieving or receiving a C- or lower or a C-Concern Area in any course.

## **Grade Point Average**

The Grade Point Average (GPA) is based on the grade points times the number of credits earned in middle school and high school. The sum of the grade points divided by the credits attempted constitutes the GPA. All attempted credits and grades, even for repeated courses, are included when the GPA is calculated. A plus or minus on a progress grade indicates the range within the grade. It is for student and parent understanding and will not appear on a transcript. Advanced Placement courses and some designated Honors courses, which are recognized by the University of California, will be given additional weight when calculating the Weighted GPA, one of three GPAs included on a transcript.

### **Report Cards and Conferences**

Students and parents will receive quarter progress reports and semester report cards. A variety of conferences will be conducted throughout the school year and include:

1. **Parent/Teacher Conferences:** These will be scheduled twice per year in person (Fall and Spring Conferences). During these conferences, parents have the opportunity to share their expectations, ask questions and share any concerns they have about their child.
2. **Student/Teacher Conferences:** Teachers will regularly confer with their students individually during small group instruction to discuss progress toward goals and provide actionable feedback. The teacher will begin with sharing a positive statement about the student's academic strengths and share one specific strategy or information (actionable feedback) that the student can use to continue to grow and achieve.
3. **Other Conferences:** Regular communication with parents about student achievement is important at AJJCS. Conferences may be arranged and initiated by the teacher, parent, or administration throughout the school year to ensure that the academic program is meeting the student's needs.

### **Teacher Qualification**

As a parent of a student attending a school that is receiving Federal Title I funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), you have the right to know the professional qualifications of the teacher(s) and instructional aides/paraprofessional(s) who instruct your child.

Federal law requires every Title I school district to comply and to provide you with the requested information in a timely manner. All parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
  - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;

- b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Executive Director at [Admin@AJJcharter.com](mailto:Admin@AJJcharter.com) to obtain this information.

### **Promotion/Retention**

Retention is not considered an effective strategy to increase student achievement or to motivate students to learn. As a rule, students shall be promoted to the following grade at the end of each school year. It is the Charter School's policy to abide by grade-level placement as determined by birth date. If a student is not meeting grade level standards, the Charter School believes that it is in the child's best interest to receive additional interventions.

Therefore, it is only considered as a last resort after other avenues have been exhausted and the student is not making adequate progress. Students may be considered as not making adequate progress for retention purposes if they are consistently within the bottom 1% of student performance for their class, if they have struggled with attempted interventions, or no other reasonable explanation can be found for the student's lack of progress (for example, previously undiagnosed learning disability, chronic absences/truancy, etc.). Any student being considered for retention, must have participated in the SST process prior to February 1st, and it will be the recommendation of the SST to retain taking into consideration that another year in the same grade will provide the needed intervention for the student. In the event a student is retained, all documentation will be included in the student's cumulative folder. If the student transfers or moves to another school, the retention paperwork will accompany the student in the cumulative folder. Regardless of reasons for retention, a student cannot be retained without the consent of the parent or guardian.

### **Promotion Ceremonies**

AJJCS will recognize "Rites of Passage " ceremonies. These will be similar to the traditional "promotion ceremony." At the end of Kindergarten, students will participate in a "Kindergarten Celebration." At the end of 8th grade, students will participate in a "Promotion." At the end of high school, in the second term of the Charter, students will participate in a "Graduation." AJJCS will not host a 5<sup>th</sup> or 6<sup>th</sup> grade culmination activity or ceremony as the Charter School services TK-8th grade in a site based program.

Students with sufficient credits will be honored at a Promotion Ceremony at the following grades:

Kindergarten: Each student promoting to Kinder or grade 1 [Kindergarten Certificate]

Grade 8: Each student with sufficient credits promoting to grade 9 [Promotion Certificate]

HS Graduation: Each student with sufficient credits graduating from high school. Students in NHS have seals affixed to their diplomas and are eligible for other items worn with graduation gowns. Colleges and universities look with great favor upon students who are members of one or both of these organizations. [Diploma or Certificate of Completion]

A student who is suspended or expelled at the time of the end-of-year activity will not be eligible to participate. A student who is being retained at the end of the school year will not be eligible to participate in promotion activities. Students who are failing or who do not have enough credits for promotion or graduation will not be eligible to participate in end of the year activities.

### Guidance Services

AJJCS is committed to providing the following services to students and parents. The program is designed to help students plan for a positive and productive high school and post-high school career.

#### Grades 9 and 10:

- Four-Year Plans and transition to high school
- Registration and scheduling
- Credit evaluation and review of student's graduation progress; adjustments to 4-year education plans
- College/Career center orientation and presentations
- Emotional, behavioral, and personal problem counseling
- College/Career Field Trips

### High School A-G Course Requirements

AJJCS will strive to ensure that all students meet the University of California's A-G requirements and the National College Athletic Association (NCAA) requirements by the time they graduate, so that our students will be prepared should they want to attend a UC or CSU campus or play sports for a Division I or Division II school.

In accordance with the A-Gs, high school level math and foreign language, taken in middle school may be counted toward pre-requisites for high school provided the student continues taking upper-



level math and continues their specific foreign language study while in high school. These instances must have prior approval from the Executive Director.

Students in grades 9-12 follow applicable California standards. AJJCS maintains the following graduation requirements that are in accordance with University of California A-G requirements and for WASC accreditation.

### High School Graduation Requirements

AJJCS high school students will be offered two diploma tracks. The Independent Study Teacher/Executive Director will meet with students and their parents to determine which diploma will best meet the student’s strengths, goals, and aspirations.

#### *AJJCS Diploma Graduation and College Prep Requirements (Subject to Change)*

<b>SUBJECT CATEGORY</b>	<b>High School Graduation Requirements 210 credits</b>	<b>College Prep/A-G Requirements 220 credits</b>
<b>English</b>	<b>40 credits</b>	<b>40 credits</b>
English 9 A/B	10 Credits	10 Credits
English 10 A/B	10 Credits	10 Credits
English 11 A/B	10 Credits	10 Credits
English 12 A/B	10 Credits *Exception Possible: with alternate proficiency, substitute with 10 elective credits.	10 Credits
<b>Mathematics</b>	<b>20 credits</b>	<b>30 credits (must include Algebra II)</b>
Algebra I A/B	10 credits	10 credits
Math (Geometry A/B or Algebra II A/B equivalent or higher.)	10 credits	10 credits-Geometry A/B
Algebra II A/B		10 credits-Algebra II A/B

<b>Social Science</b>	<b>30 credits</b>	<b>30 credits</b>
World History A/B (grade 10)	10 credits	10 credits
US History A/B (grade 11)	10 credits	10 credits
Am. Government (grade 12)	5 credits	5 credits
Economics (grade 12)	5 credits	5 credits
<b>Science</b>	<b>20 credits</b>	<b>20 credits</b>
Biological/Life Science	10 credits	10 credits –must be Bio Lab
Physics/Physical/Earth Science	10 credits	10 credits-Phys or Chem
<b>Physical Education</b>	<b>20 credits</b>	<b>20 credits</b>
<b>Health</b>	<b>5 credits</b> <b>*Substitute for elective if previous school has health embedded in another course.</b>	<b>5 credits</b>
<b>Foreign Language</b>	<b>20 credits</b> <b>Two years of the same Foreign Language.</b>	<b>20 credits</b> <b>Two years of the same Foreign Language.</b>
Spanish I	10 credits	10 credits
Spanish II	10 credits	10 credits
<b>Visual and Performing Arts</b>	<b>10 credits</b>	<b>10 credits</b> <b>One year of visual or performing arts.</b>

	One year of visual and performing arts.	
Career Technical Education	10 credits One year of career technical education.	10 credits One year of career technical education.
Elective Community Service	10 credits	10 credits
Electives/Special Interest	25 Credits	25 credits  One year (or two semesters) of a course approved specifically in the “g” subject area, including courses that combine any of the “a-f” subject areas in an interdisciplinary fashion; or  One year (or two semesters) of an additional approved “a-f” course beyond the minimum required for that subject area.
<b>TOTAL CREDITS</b>	<b>210</b>	<b>220</b>

**Cal Grant Program Notice**

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

## **Information Regarding Financial Aid**

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

- The FAFSA form and information regarding the FAFSA are available at:
  - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act is available at:
  - <https://www.csac.ca.gov/post/resources-california-dream-act-application>

## **Transitional Kindergarten**

The Charter School shall comply with all applicable requirements regarding transitional kindergarten. For purposes of admission to the Charter School, transitional kindergarten shall be considered a part of kindergarten, and therefore students enrolled in transitional kindergarten at the Charter School shall be considered existing students of the Charter School for purposes of the Charter School's admissions, enrollment, and lottery.

Transitional Kindergarten is the first year of a two-year kindergarten program. In the second year, Transitional Kindergarten students will participate in traditional kindergarten. Transitional Kindergarten students will either be in a homogenous class or a heterogeneous class, depending on Kindergarten enrollment. Curriculum will be teacher created and focus on number and letter recognition, phonemic awareness, and number sense, as well as socialization and will be aligned to the California Preschool Learning Foundations.

## **Excursions and Field Trips**

Field trips are part of the student's learning experience and are part of the school curriculum. Students may participate in educational excursions and field trips related to the content of courses studied. Permission, in writing, must be obtained from a parent or guardian before a student is allowed to participate. Verbal permissions are not accepted.

Means of transportation is to be included on the permission form. All educational excursions and field trips are supervised by faculty and other individuals approved by the Executive Director. If the trip is for an extended period of time or with a specific class, students are responsible for informing all other teachers not participating in the trip and responsible for all class work missed.

Donations and fundraisers may be used for field trips, but no student will be disallowed for attending a field trip due to lack of funds.

Students on behavior contracts may be denied participation by the Executive Director. Field trips are an extension of the school program and all school rules apply, including the dress code policy.

Educational study trips include walking trips, trips by vehicles as well as by bus.

### **Animal Dissections**

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

### **Availability of Prospectus**

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

### **California Healthy Kids Survey**

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

### **Surveys About Personal Beliefs**

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

## **STUDENT HEALTH & SAFETY**

### **Medications**

Any medication, prescription or over the counter medication including inhalers and epi-pens, must have authorization, each year, from both parents and qualified healthcare provider. The form for this authorization can be obtained from the office at any time. Unless otherwise authorized, medications must be kept in the School Office. All medications will be discarded if not picked up from the school within one week of the last day of school. All medications, including prescription or over-the-counter, must be labeled and kept in the school office with instructions, along with a signed copy of the medication form. Students are not to carry any medications at school unless authorized by the school and physician. Parents should keep the school office informed about these medications, and instruct children never to give or take someone else's medications. Even over-the-counter medications such as Tylenol are not to be carried by students, unless specifically authorized.

### **Notifications**

A student who becomes ill or injured during the day must report to the school office. The School Office will make every attempt to notify you if your student is injured or becomes ill. We will call the numbers listed on your emergency card. Please contact us if there are any changes during the school year. Keeping the card updated will save time when we need to contact you and it will help us provide better service to your student. Please inform the school office about any medical problems your child may have. If we are unable to reach you in an emergency situation we will call 911. Parents are responsible for their own medical insurance, since the school does not provide any.

### **When to Keep My Child Home III?**

When your child is ill, with a fever of over 100°, the evening before or the day of school, please keep your child home. Children who run a fever, vomit, experience diarrhea, coughing, sore throat or other cold/flu related symptoms are not ready for a rigorous day of school. They need at least 24 hours of rest before returning to school.

### **Immunizations**

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

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

**Physical Examinations and Right to Refuse**

All students must complete a health screening examination on or before the 90th day after the student’s entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your



child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Executive Director a written and signed statement stating that the parent/guardian will not consent to a physical examination of the 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, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### **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.

### **Communicable Diseases/Conditions**

To protect children from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. Parents of a student with a communicable disease should phone the school immediately so that other students who have been exposed to the disease can be alerted. Some of the most common of these diseases are chicken pox, head lice, pinkeye, COVID, and ringworm. Unimmunized students may be excluded from attending school during an outbreak of, or after exposure to, any of these diseases for the protection of the student and others (17 CCR§ 6060).

### **Diabetes**

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.

3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: <https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: <https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

### **Returning to school after a serious illness/injury**

When a student is injured on or off campus and returns to school with a cast, crutches, splints, etc., he/she needs a doctor's clearance. This clearance should include any physical limitations or special instructions (e.g.: No PE for a week). Without a written medical clearance, the student will be

excluded from school. This is done for the protection of your child as well as for the safety of others.

### **Home/Hospital Study**

Home/Hospital Study is provided to students who cannot attend school due to health reasons as prescribed by the student's physician. Arrangements may be made to meet regularly with the student via Zoom. Not all curriculum is available via home/hospital instruction. Home/hospital study must be approved in advance and arranged through the site administration.

### **Feminine Hygiene Products**

AJJCS will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

### **Prevention of Human Trafficking**

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

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

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

### **Pregnant and Parenting Students**

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's

physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

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

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

Mary Halstead  
Executive Director  
[Admin@ajjcharter.com](mailto:Admin@ajjcharter.com)

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

### **Release of Minor to Peace Officers**

Peace officers have the right, during the school day, to interview students who are suspects or witnesses. School officials may not hinder the release of a student for this purpose, or any legitimate law enforcement purpose. A proper standard of care will be used if the student is taken from the school grounds.

When a student is taken into police custody and removed from the school during school hours, school personnel will inform the parents/guardians and will maintain a record of the circumstances. In the case of child abuse, parental notification is the responsibility of the sheriff or social worker.

## **Emergency Drills**

Emergency drills are conducted during the school year to provide the safest possible environment for our students in case of a disaster. Drills are for practice so that everyone will be prepared should a real emergency occur. Emergency drills may include, but are not limited to, fire drills, earthquake drills, and/or lock-down drills. Procedures are reviewed with staff members and students. The campus will have an emergency bin where water and other emergency items will be stored.

## **School Safety Plan**

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

## **Mental Health Services**

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

### Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the office during school hours and making an appointment to speak with a counselor. Counselors can support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact a administration at 707-946-2347 or [Admin@ajjcharter.com](mailto:Admin@ajjcharter.com) to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact the office.

### Available Nationally:

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

### **Crisis Prevention**

A student who is potentially at risk for injuring him/herself or others shall be supervised while the Executive Director or designee assesses the suicide risk. If there is a determined risk (plan and access), the Executive Director or designee will call the Humboldt County Mental Health Crisis line 24-hour Crisis Line Ph: 1- 888-849-5728; then, call the parent/guardian unless doing so would further endanger the child. Students may be referred to Bridges to Success, Department of Health and Human Services.

Upon re-entry following a suicide attempt, a Safety Plan will be crafted with the parent's, student's, administrator's and counselor's input to ensure the safety of the student, classmates, and staff members.

### **Suicide Prevention Policy**

Agnes J. Johnson Charter School maintains a policy on student suicide prevention in accordance with Education Code Section 215. Please contact the Main Office for a copy of this policy.

### **Child Abuse Reporting Law Requirements**

Agnes J. Johnson Charter School follows the mandatory Child Abuse reporting law of California State.

### **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. It should be noted that ALL

school employees are mandated reporters. By law, the school is not responsible for contacting the parent or guardian if a social worker comes to speak with a child. The child will have the opportunity to have a school staff member in with them during the interview.

### **School Bus and Passenger Safety**

. AJJCS was able to purchase a school bus through a grant. Due to the hardship in our community, AJJCS will offer our bus service for free next year. A potential fee schedule will be re-evaluated in 2023. Since charter schools do not receive funding for transportation, donations are welcome!

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

### **Consequences for Violating Student Bus Conduct**

**1st offense:-** Warning and Phone Call Home

**2nd offense:-** Bus riding suspension for up to 3 days.

**3rd offense:-** Bus riding suspension of 3 days to 3 weeks.

**4th offense:-** Bus riding suspension of 3 weeks to 6 weeks.

**5th offense:** Termination of Bus Riding Privileges for remainder of the school year.

**Extreme behavior:** Any behavior that endangers the life or safety of the students and the driver riding a school bus. (Same as 5th offense)

### **Parent Responsibility for Student Bus Pick-Up**

Students may walk home from the bus stop after-school if they are 8 years old or older with written parent permission annually. A younger sibling may walk home with their sibling who is 8 years old or older only with written parent permission annually. If the student is younger than 8 years old, written parent permission annually and a conference with the parent and Executive Director must take place to ensure the parent and student understand safety protocols.

Parents/guardians must meet the bus and receive their child on time. If no parent is present at the stop, the child will be returned to the Charter School. The parents will need to pick up the child at the Charter School. The Charter School does reserve the right to charge parents for late pick-up. The cost will be \$5 per 15 minutes after 5:15 PM. If the parent, guardian or emergency contact is unreachable by 5:30 PM, the Sheriff will be contacted. Failure to adhere to picking up your child at the bus drop off after three times will result in loss of bus riding privileges.

### **Safe Storage of Firearms**

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents**

**can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.**

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
  - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

### **Sports Eligibility**

The Scholastic Eligibility Policy requires that students maintain a grade point average of 2.0 or higher in a grading period to be eligible to try out, start or continue in a program/sport. The grade



point average is based upon the previous term grades in all courses, including 8th grade for 9th grade participation. Students must also be passing their current classes. If an athlete falls below a passing grade of 70% then they must enter into an academic contract. During that time, students are allowed to participate in practice but not in games until academic requirements are met.

Prior to participation all athletes must submit their athletic information forms, including health questionnaire. Athletes are also required to provide evidence of insurance.

Students enrolled in Special Education programs who are ineligible may complete a petition process to determine whether their potential ineligibility is due to their disability. Petitions are to be made through site administration.

The Executive Director has the right to consider special cases if there are extenuating circumstances that should be considered regarding the scholastic eligibility of the student. Extenuating circumstances are generally a hardship or family situation beyond the reasonable control of the student. The decision of the Executive Director shall be final.

Athletic teams may wear their uniforms on game days only with approval of the coach and Executive Director.

### **Sudden Cardiac Arrest Prevention and Automated External Defibrillators**

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (“SCA”) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at the Charter School must review the information sheet on sudden cardiac arrest via the following link: <https://www.cdc.gov/dhdsp/docs/cardiac-arrest-infographic.pdf>

### **Opioid Information Sheet**

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete’s parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:

<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

## **Concussion/Head Injuries**

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because the Charter School has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

## **SPECIAL POPULATIONS**

### **Section 504**

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

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

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. Agnes J. Johnson Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the SELPA. These services are available for special students enrolled at the Agnes J. Johnson Charter School. We offer high quality

educational programs and services for all our students in accordance with the assessed needs of each student. Agnes J. Johnson Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

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

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

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

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

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

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

Mel Senter, Student Services Specialist  
Agnes J. Johnson Charter School  
73 School Rd., Weott, CA 95571  
707-946-2347 X 101  
[info@ajjcharter.com](mailto:info@ajjcharter.com)

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

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

9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

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

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

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

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

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

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

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

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

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation

requirements will affect the student's ability to gain admission to a postsecondary educational institution.

3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

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

### **Education of Foster and Mobile Youth**

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

- *"Foster youth"* means any of the following:
  1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile court).

2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
  3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    - c. The nonminor is participating in a transitional independent living case plan.
  4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.<sup>1</sup>
  5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- “*Former juvenile court school student*” means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to the Charter School, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.
  - “*Child of a military family*” refers to a student who resides in the household of an active duty military member.
  - “*Currently Migratory Child*” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
  - “*Student participating in a newcomer program*” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

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



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

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

Mel Senter  
Student Services Specialist  
[Info@ajjcharter.com](mailto:Info@ajjcharter.com) 707-946-2347

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

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

**School Stability:** The Charter School will work with foster youth and their parent/guardian to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth’s education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student’s school of origin (subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School’s charter and Board policy). If a dispute arises regarding a foster youth’s request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School’s charter and Board policy)

regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

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

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

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

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

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

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's parent/guardian/educational rights holder. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.

2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

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

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the youth and the youth at one time qualified for the exemption, even if the pupil is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a pupil participating in a newcomer program.

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

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

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

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

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5<sup>th</sup>) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and the educational rights holder regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

- 1) Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
- 2) Provide written notice to the pupil, the educational rights holder, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
- 3) If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall:
  - i. provide the pupil with the option to receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
  - ii. to stay in school for a fifth year to complete the Charter School's additional graduation requirements.

Charter School shall provide notification of the availability of these options. The pupil (if not a minor) or the educational rights holder shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

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

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of

the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

**Student Records:** When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency (“LEA”), the Charter School shall provide these student records within five (5) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student’s special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

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

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

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

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student’s attorney and an appropriate

representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

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

### **Reporting Requirements**

Charter School shall report to the California Department of Education (“CDE”) annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School’s graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this subdivision, “pupil category” means the categories of pupils identified in the “Definitions” section of this Policy, above.

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

### **English Learners**

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

## CAMPUS LIFE

### Calendar

Please note the calendar below and put holidays and no school days on your personal calendar. There will be no After-School Program on days when school is not in session.





## Daily Schedules

*Early Release Day Schedule (Subject to Change)*

Grades TK-8		
Subject	Time	Instructional Minutes
Breakfast	8:15-8:30	0
Welcome/Mindfulness	8:30-8:45	15
Language Arts	8:45-9:35	50
PE	9:35-10:00	25
Snack/Recess	10:00-10:15	0
Mathematics	10:15-11:05	50
Science/Social Science	11:05-11:40	35
Lunch	11:40-12:25	0
Mindfulness Practice	12:25-12:35	10
ELD/UA	12:35-1:05	30
Art/Music/Agriculture/Spanish	1:05-1:25	20
Dismissal/Mindfulness	1:25-1:30	5
After-School Program	1:30 - 5:00	0

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*Sample Regular Day Schedule (Subject to Change)*

<b>Grades TK-8</b>		
<b>Subject</b>	<b>Time</b>	<b>Instructional Minutes</b>
Breakfast	8:15-8:30	0
Welcome/Mindfulness	8:30-8:45	15
Language Arts	8:45-10:00	75
Snack/Recess	10:00-10:25	0
Mathematics	10:25-11:40	75
Lunch	11:40-12:30	0
Mindfulness Practice	12:30-12:40	10
Social Science/Science	12:40-1:30	50
PE	1:30-1:55	25
ELD/UA	1:55-2:25	30
Art/Music/Agriculture/Spanish	2:25-2:55	30
Dismissal/Mindfulness	2:55-3:00	5
After-School Program	3:00 - 5:00	0

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Charter school will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction:

- (A) To pupils in kindergarten, 36,000 minutes.
- (B) To pupils in grades 1 to 3, inclusive, 50,400 minutes.
- (C) To pupils in grades 4 to 8, inclusive, 54,000 minutes.
- (D) To pupils in grades 9 to 11, inclusive, 64,800 minutes.

### **Attendance**

Students who attend school regularly derive the most benefit from the instructional program. Students with good attendance records achieve higher grades, enjoy school more, are more successful in their pursuit of higher education, and are more employable after leaving school. State law requires that every pupil shall attend school punctually and regularly and conform to the regulations of the school.

### Excused Absences:

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

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

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health
2. Quarantine under the direction of a county or city health officer.
3. Medical, dental, optometric, or chiropractic appointments:
  - a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
4. Attendance at funeral services for a member of the student's immediate family:
  - a. Excused absence in this instance shall be limited to one (1) day if the service is conducted in California or three (3) days if the service is conducted out of state.
  - b. "Immediate family" shall be defined as parent or guardian, grandparent, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any other relative living in the student's household.

5. Participation in religious instruction or exercises as follows:
  - a. The student shall be excused for this purpose on no more than four (4) school days per month.
6. For the purposes of jury duty in the manner provided for by law.
7. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).
8. To permit the student to spend time with an immediate family member 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 Charter School.
9. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.
10. Attendance at the student's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
12. Authorized at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
13. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.
14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.
15. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
16. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

- a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one schoolday-long absence per school year.
  - b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.
17. For the following justifiable personal reasons for a maximum of five (5) school days per school year, upon advance written request by the student’s parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:
- a. Appearance in court.
  - b. Observance of a holiday or ceremony of the pupil’s religion.
  - c. Attendance at religious retreats.
  - d. Attendance at an employment conference.
  - e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

Unexcused Absences: Absences not defined above as excused are unexcused absences and they include: unverified absence, truancy (there are no school sanctioned “ditch” days), absence due to leaving campus without permission, tardy more than 30 minutes to any period, vacation.

### **Absence Verification**

When a student is absent from school for any reason, the parent must notify the school office. A phone call the day of the absence by the parent or guardian is acceptable. A note, phone call, voice message or email stating the reason for the absence on or before the return day is preferred. All absences must be cleared within three (3) calendar days from the last consecutive day of absence. After that time, all absences will be considered unexcused. Under state funding guidelines, it is fraudulent for a parent to falsely excuse a student’s absence or tardiness. After 14 excused absences verified by a parent, all subsequent excused absences must have a doctor’s note in order to be excused.

## **Tardies**

A tardy occurs when the student is not in their assigned seat when the class begins. Students who arrive late to school due to medical, dental or court appointments must have a doctor or court verification. Without verification, the student will be given an unexcused tardy readmit to class.

If a student arrives late to school, he/she must report to the office for a pass to class. More than three tardies to any individual class per semester is considered excessive. Excessive tardiness may result in the referral to the Executive Director. A student who is tardy or absent for more than any 30-minute period during the school-day without a valid excuse on three occasions in one school year, is a truant tardy (TT) and shall be reported to the Executive Director.

## **Makeup of School Work**

Students shall be allowed to complete, to the extent reasonably possible, all assignments and tests missed due to excused, justified excused, and school excused absences. Generally, a student will have one day to make up work following a one-day absence, two days following a two-day absence, and so on. However, students should plan to make up all their work within a week. In the event of a lengthy illness, the parent should make special arrangements with the teacher. Makeup work shall, where practicable, be reasonably equivalent to work missed. It must be recognized that it may not be possible to meet certain objectives taught during the absence regardless of the reason for the absence.

After the parents have notified the school office of the student's absence, the parents should check the teacher's website for missed assignments and contact teachers via email or phone for clarification of assignments.

## **Independent Study**

Please see Independent Study Policy for specifics on the high school program and independent study.

When parents know their child will miss more than three (3) consecutive days of school, they may apply for a short term Independent Study Contract that can only be approved by the Executive Director. These contracts should be signed no later than 24 hours from the notification of absence. Teachers will assign work, and that work must be turned in on the same day the child returns to school. While such absences do not legally count against a student unless they fail to return the work, parents should understand such schoolwork cannot replicate the education within the classroom that the student is missing. Such absences, and the subsequent missing of important instruction, can affect students' grades when tests are taken.

It is the responsibility of the parent/student to assure work is complete and turned in on the same day the child returns to school.

### **Attendance Eligibility**

Any student who is absent (unexcused) for a full day of classes is not permitted to attend an athletic or school function (dance), represent AJJCS at another school, or participate in any athletic or school-scheduled event that takes place in the afternoon or evening of the same day or the prior Friday of a weekend event.

In the case of a Saturday or Sunday game or school event, students must not have an unexcused absence the Friday prior in order to participate.

Tardies will not make a student ineligible on the day of the activity; however, if a student develops a pattern of tardies, he/she will not be allowed to participate in the scheduled activity.

### **Student Attendance Review Team (“SART”)**

The Student Attendance Review Team (“SART”) is a school based team developed to assure students come to school every day and on-time. It is Agnes J. Johnson Charter School’s hope that by working together, we can assure students attend school regularly.

The SART panel will be composed of Executive Director, General Ed Teacher and Student Services Specialist. The SART panel will discuss the absence problem with the student’s parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and student’s family, and establish a plan to resolve the attendance issue.

1. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
2. The parent/guardian shall be required to sign a contract formalizing the agreement by the parent/guardian to improve the child’s attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
  - a. Parent/guardian to attend school with the child for one day
  - b. Student retention
  - c. After school detention program
  - d. Required school counseling



- e. Loss of field trip privileges
  - f. Loss of school store privileges
  - g. Loss of school event privileges
  - h. Mandatory Saturday school
  - i. Required remediation plan as set by the SART
  - j. Notification to the County District Attorney
3. The SART panel may discuss other school placement options.
  4. Notice of action recommended by the SART will be provided in writing to the parent/guardian.

### **Permission to Leave Campus, See also Closed Campus**

For a student to legally leave campus, once the school day begins, parents must call or write the school office and request a permit for their student to leave a minimum of two (2) hours prior to pick-up, indicating the reason and time for dismissal. Parents must report to the office in order to sign out the student.

Students requesting dismissal for a medical, dental, or court appointment must bring a note from their parent or guardian. After five (5) early dismissals, a doctor's note or court verification must be obtained.

No students will be released early for the last 30 minutes of the instructional day.

### **Process for Addressing Truancy**

1. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. The student's classroom teacher may also call home.
2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over

30 minutes in a school year, the parent/guardian will receive “**Truancy Letter #1 – Truancy Classification Notice**” from the Charter School notifying the parent/guardian of the student’s “Truant” status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4<sup>th</sup>) unexcused absence.

3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive “**Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request**,” notifying the parent/guardian of the student’s “Habitual Truant” status and a parent/guardian conference will be scheduled to review the student’s records and develop an intervention plan/contract. In addition, the Charter School will consult with a Humboldt County school counselor regarding the appropriateness of a home visitation and/or case management.
4. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a “**Truancy Letter #3 – Referral to SART Meeting**” and the student will be referred to a Student Success Team (SST) and the SART.
5. If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student’s last known school district of residence.
6. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent’s or guardian’s responsibility to update the Charter School with any new contact information.
7. If a student is absent ten (10) or more consecutive school days without valid excuse and the student’s parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School’s communication attempts, as set forth above, the student will be in violation of the SART contract, and the SART panel will recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary

Removal Process can be started immediately upon the Charter School receiving documentation of the student's enrollment and attendance at another public or private school (i.e., a CALPADS report).

### **Involuntary Removal Process**

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

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

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

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

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

## **Closed Campus**

AJJCS is a closed campus. This is for the safety and security of our students. Students are not allowed to leave during the day without permission; a parent or legal guardian must check them out, or the school must be in possession of written permission of parents or legal guardians. Students who are 18 years old may not leave campus.

Dismissal via note must occur with the note delivered on the day of dismissal; we will not maintain waiver notes for students to depart on non-specific days. Visitors are not allowed on campus without administrative approval.

Students should not be dropped off for school any earlier than 8:15 AM for breakfast or more than 15 minutes before class starts.

If a student is involved in an extracurricular activity, a sport or school service, he/she should be off campus no more than 30 minutes after activity dismissal.

## **Universal Free Meals**

The Charter School participates in the National School Lunch Program. Commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free meal per meal service (breakfast and lunch) each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office..

**A copy of the complete Policy is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.**

## **Dress Code**

AJJCS has developed a schoolwide dress code designed to make the campus safe and secure and to keep the dress code of our school appropriate. The following dress code is in effect on school days and at all school functions on or off the campus, unless other dress is specified.

All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school.

Please read the list below carefully:

- Shirts/Tops – Shall not be revealing. No bare midriffs, no bare cleavage, no suggestive, vulgar messages. No messages or references to tobacco, drugs or alcohol printed on them. Spaghetti strap tops are not permitted. Tops must fall below the waist or be tucked in.
- Vests must have a shirt underneath.
- Undergarments must not be visible.
- Clothes should not fit as a second skin.
- Shorts and skorts must be at least fingertip length.
- Dresses or skirts may be worn above the knee, but not as high as mid-thigh length.
- Pants may be loose, but not sagging.
- Flip-flops are not allowed for safety reasons.
- Sandals and open-toed shoes must have a strap. **Tennis shoes are recommended due to recess and PE.**

Students representing AJJCS off campus and in the community at-large are expected to dress appropriately for the event.

The administration of AJJCS reserves the right to change or modify the dress code at any time. Violations of the dress code will follow our discipline policy and may receive a consequence or parents may need to bring appropriate clothing to school.

### **After-School Program**

For the After-School Program, students in grades TK-5th will be picked up from their classrooms when school is dismissed. Thereafter, students will be assigned a room on campus to go to, where they will check in and learn about the day's events. Students must be picked up by 5:30 PM. On Regular Days, students will attend the After-School Program from 3:00 - 5:30 PM. On Early Release Days, students will attend the After-School Program from 1:30 - 5:30 PM. There is no charge for the After-School Program. The Charter School does reserve the right to charge parents for late pick-up. The cost will be \$5 per 15 minutes after 5:15 PM. If the parent, guardian or emergency contact is unreachable by 5:30 PM, the Sheriff will be contacted. The student may not be allowed to continue the After-School Program if they are not picked up on time.

### Sign In/Out Sheets

- ◆ The parent, legal guardian, or emergency contact **MUST** sign the child **OUT DAILY**. Your full legal signature is required and initials are not acceptable. Additionally, the actual time of pickup must be clearly recorded. Failure to do so may result in termination from the program.
- ◆ Any individual who is picking up your child from the After-School Program must be authorized to do so in writing on the Charter School's School Emergency Form. A PHOTO ID will be required from all persons listed on the Emergency Form in the School Office.
- ◆ Sign Out sheets are audited monthly.

### After-School Program Discipline

The After-School Program follows and enforces the school code of conduct. If there are behavioral issues that are easily addressed (excessive talking, acting out, not sharing, etc.), the leader immediately discusses the problem with the child and what he/she can do to change it. Please instruct your child regarding our policies as they are listed in this handbook. There are times when the After-School Program must dismiss a child due to severe behavioral issues that preclude the child from participating safely or effectively in a group. Dismissal will take effect only after consultation among parents, the child, After-School Program Leader, and the Executive Director.

### After-School Program Student Code of Conduct

On occasion, dismissal may be necessary for disciplinary reasons. This action will take effect only after consultation among parents, the child, After-School Program Leader, and the Executive Director.

Disciplinary discussions and actions are the responsibility and prerogative of the After-School Program Leader. Concerns and complaints should be discussed with the Leader first, and if there is no resolution, then concerns and complaints should be discussed with the Executive Director.

AJCS will make every effort to ensure that your child's After-School Program experience is a positive one, however, we are under no obligation to keep a child in the program. If a determination is reached that behavioral needs exceed the services/staff we provide your child will be asked to leave the program.

- All children will refrain from fighting, stealing, swearing or use of other inappropriate language or actions.
- All children are to report to the After-School Program directly after school and remain with their After-School Program Leader.
- Willful destruction of another child's or school's property will require the replacement of the destroyed property by the parent/guardian.

- Electronic devices such as tablets, phones, toys, games or other valuables should not be used after school. The After-School Program is not responsible for any lost or stolen personal items.
- Cell phones are not to be used during After-School Program hours. If cell phones are seen being used, they will be taken away and released by the parent/guardian at the end of the day. (If you need to contact your child, please call the school office).
- All children are expected to respect the authority of all After-School Program staff members. The staff of the After-School Program is committed to providing a safe and enjoyable experience for your child. With that said, your child has a responsibility to contribute to these efforts. Students, parents and After-School Program staff members are subject to the same code of conduct. The Code of Conduct must be signed by the student and parent on the last page of this handbook.

PARENTS ARE RESPONSIBLE TO MAKE SURE THEIR CHILD UNDERSTANDS THE FOLLOWING GUIDELINES.

## CODE OF CONDUCT

### BEHAVIOR

1. Students must respect each other.
2. Students must respect others and their property. Students will refrain from touching others in any harmful or inappropriate manner.
3. Students will not tease each other for any reason.
4. Students will not use foul language or profanity.
5. Students will follow directions the first time they are given. The directions are for the safety of the students.
6. Students must listen to all After-School Program staff, which includes visiting staff members and substitute teachers.
7. Students must respect and protect school property.

### DISCIPLINE

1. The student will be given a verbal warning for inappropriate behavior.
2. If the inappropriate behavior continues, the student will be issued a documented INCIDENT REPORT form placed in the Sign Out Binder. The staff member will explain to the student the reason for the INCIDENT REPORT and work with the student to come up with ways to redirect the inappropriate behavior.
3. Repeated violation of the CODE OF CONDUCT with documented INCIDENT REPORTS may be grounds for dismissal.
4. The student and parent(s)/guardian(s) must meet with the After-School Program Leader and the Executive Director to determine the conditions for reinstatement into the program.

## SAFETY

1. When traveling through the school facility, an adult and/or classmate must accompany students in 2nd-5th grade. Kindergarteners and 1st grade students are never to walk throughout the campus on their own and must always be supervised by an adult.
2. Students should make every effort to pay attention to their surroundings and practice caution in all activities.
3. Students must adhere to all safety rules and regulations given for each activity he/she participates in while at the After-School Program.

## GENERAL

1. Students should inform After-School Program staff members if they are experiencing issues while at the After-School Program, especially if it involves another student. If After-School Program staff members remain uninformed, it will be challenging to come to the student's aid.
2. The After-School Program would like all students to have FUN in the Afterschool Program, but not at the expense of others.

The After-School Program reserves the right to refuse service for the following reasons:

- ◆ Failure of parents/guardians or child(ren) to follow the After-School Program policies and procedures.
- ◆ Parents/guardians or child(ren) are verbally or physically abusive to staff and/or other children.
- ◆ Disruptive behavior that cannot be redirected after conferencing with parents/guardians.
- ◆ Failure to provide updated information and records.
- ◆ Failure to adhere to site closing time. (Late pick up after 5:15 PM, after three times).
- ◆ Failure to sign out your child out after three times.
- ◆ Failure/refusal to sign CCRC attendance sheets in a timely manner (1st week of next calendar month)

### Drop In or Emergency Care in the After-School Program

Please notify the School Office as soon as you know the After-School Program is needed for the day, but **NO LATER** than one hour before dismissal (2 PM for Regular Days and 12:30 for Early Release Days). If no one is available to answer your call, please leave your name, child's name, contact information and what day you are requesting the After-School Program on the School Office voicemail. You may also email us at: [info@ajjcharter.com](mailto:info@ajjcharter.com). **You must receive confirmation from the School Office before your child can attend.** It is imperative that all families using the Drop-In Care sign out their child each time for safety purposes. Failure to do so can result in termination from the program.



## **Valuables**

Students should not bring large amounts of money or other valuable items to school. Anything of value should be kept at home. If a student must bring an item to school, we recommend that it be kept on his/her person and not be discussed with other students. AJJCS is not responsible for lost or stolen items.

Students should not bring items to sell or trade, such as toys, trading cards, magnifying glasses or electronic devices, or large sums of cash to school. In the event of a theft, it should be reported to the Executive Director. The student and parent should file a report with the Humboldt County Sheriff's Office, if they wish.

## **Responsibility, Security and Damages**

Responsibility to keep personal technology devices (phones, computers, ipads, etc.) secure rests with the individual owner. AJJCS is not liable for any device stolen, infected, or damaged on campus or at school functions. If a device is stolen or damaged, it will be handled through the administrative office similar to other personal artifacts that are impacted in similar situations. It is recommended that custom identification be used to physically identify your device. Example: School appropriate decals. Additionally, protective cases for technology are strongly encouraged.

It is a privilege, rather than a right, for a student to bring personal technology devices to school. When the policies are followed, our learning environment will be enhanced. However, when policies are abused, the privileges may be taken away and confiscation and/or disciplinary action may occur.

## **Lost or Damaged School Property**

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

### **Keys/Classrooms**

Students shall never be in possession of school keys, nor should students ever be in a classroom, gym or other room without a staff member present.

### **Personal Gifts**

It is not appropriate for students or parents to give gifts in excess of \$50 to any staff member. If parents would like to donate to a teacher's classroom, please make a donation to AJJCS in the name of the teacher.

### **Classroom Parties**

Classroom Parties must be scheduled in coordination with the teacher with approval from the teacher a minimum of 1 week prior to the function. These should be related to instruction and should limit the loss of instructional time. Individual student birthdays must follow the same procedure as above. Please prepare snacks appropriate for gluten free and diabetic children.

### **Lost and Found**

Lost and found articles should be turned in to the school office. Students are cautioned not to leave clothing, books or other materials around the school. AJJCS is not responsible for lost or stolen items. Items will be held for two months. After two months, items will be sold or given to charity.

### **Student Property**

Skateboards, skates, bicycles, etc. may be ridden to campus, but are not to be ridden on campus at any time. If a student rides one of the aforementioned vehicles on campus, it will be confiscated and returned to parents/guardians only.

Skateboards, bicycles, roller skates, rollerblades and scooters are not the responsibility of the school.

Students riding bicycles to school should plan a safe route. Students are not permitted to ride bikes on campus. Bikes should be locked in the bike racks. Bicycles which are not parked in approved locations may be removed. This may include cutting the lock. Helmets are required for bicyclists and scooter riders.

Any personal item found (cell phone, kindle, IPOD, wallet, jewelry, etc.) must be returned to the administrator of the school immediately. Any student keeping an item not belonging to them will be considered stealing and consequences will follow.

### **Confiscated Items**

Items which have been confiscated from students will be held for one month following the end of the school year before they will be sold or given to charity.

### **Search of Personal Property**

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

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

Student lockers, including P.E. lockers, are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

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

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

### **Entering and Exiting Campus**

Parents/Guardians are required to:

- Provide authorization to the School Office as soon as you know if someone other than the person(s) on the emergency list is picking up your child. You may call the office **NO LATER** than one hour before dismissal (2 PM for Regular Days and 12:30 for Early Release Days. You may also email or deliver a note to the School Office. The person must be 18 years or older and provide identification.
- Maintain updated emergency cards throughout the school year
  - In order to keep your child's records accurate, please notify the School Office if any of the following changes:
    - ◆ Phone numbers, home address, workplace, doctor and emergency contact(s).
    - ◆ Individuals authorized to pick up your child.
    - ◆ Court orders (custody documents, restraining orders)
    - ◆ Child's health status or allergy update.
- Check their students out (when students have permission to leave early) through the front office and have their students sign out.
- Check into the front office for approval prior to entering any classrooms or administrative offices.
- Not double-park in front of any dismissal areas, drive into the parking lots or block the driveways to drop off or pick up children. Do not park in RED.
- Follow site-specific drop-off/pickup rules.

### **Child Custody**

AJCS follows child custody decisions made by the courts. The school cannot and will not modify a judge's ruling regarding the custody of a child. The parent or guardian must provide current legal documents of any child custody arrangement to the school stating this. If there are no custody documents on file, AJCS cannot enforce it. AJCS is not a mediation service and will not

intervene, settle personal differences or speak on behalf of one parent/guardian to another. All co-parenting issues need to be settled amongst the parties involved. Any student pick-up arrangements must be sorted out by time of arrival. AJJCS will double check custody status if there is a question, and administrators retain the right to not release the child until legal proof can be verified. Sheriff may be called.

## **CONDUCT AND BEHAVIORAL EXPECTATIONS**

### **Disruptive Parents**

We welcome and encourage our parents to visit our school campuses, however parents that become disruptive may be asked to immediately leave the school campus pursuant to California Penal Code section 62.6. If the parent/guardian refuses to leave the school the staff will immediately contact law enforcement. Under Educational Code Section 44811, disruption by a parent or guardian or other person at a School or School sponsored activity is punishable, upon the first conviction, by a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1000) or by imprisonment in a county jail for not more than one (1) year, or both.

Parents are to report any issues with a child other than their own to the Executive Director. Parents shall never discipline another person's child or speak in a threatening or disciplinary manner to another person's child. The parent who violates this policy will be considered a disruptive parent.

### **Display of Affection**

The school recognizes that genuine feelings of affection may exist between students; however, students should refrain from inappropriate intimate behaviors on campus or at school related events. Students should be aware of what is acceptable behavior on campus or at any school activity or trip. Overt physical contact and/or excessive displays of affection are not permitted. Inappropriate displays of affection may include, but are not limited to: kissing, touching, fondling, and/or long embraces with no space between bodies. Students failing to use good judgment will be warned and parents notified. Repeated or especially inappropriate behavior in this regard may result in disciplinary action.

### **Academic Dishonesty**

AJJCS values academic integrity very highly and does not permit any forms of dishonesty or deception that unfairly, improperly or illegally enhances a grade on an individual assignment or a course grade. The following is a list of behaviors that constitute academic dishonesty. We are aware, however, that new forms of cheating, plagiarism and other forms of dishonesty may arise and therefore, we expect every student to interpret the requirement of academic honesty and

integrity broadly and in good faith. If you have any doubt as to whether a particular act constitutes academic dishonesty, ask a teacher before you do it!

Academic dishonesty includes, but is not limited to:

### **Cheating on Exams**

- 1 Copying from others.
- 2 Having or using notes, formulas or other information in a programmable calculator or other electronic device without explicit teacher review and permission.
- 3 Having or using a communication device such as a cell phone, pager, PDA or electronic translator to send or obtain unauthorized information.
- 4 Taking an exam for another student, or permitting someone else to take a test for you.
- 5 Asking another to give you improper assistance, including offering money or other benefits.
- 6 Asking for or accepting money or any other benefit in return for giving another improper assistance.
- 7 Providing or receiving information about all or part of an exam, including answers (e.g., telling someone in a subsequent period what was on your exam, or being told this information).
- 8 Having or using a "cheat sheet" (a piece of paper with answers, formulas, information, or notes of any kind) that is not specifically authorized by the teacher.
- 9 Altering a graded exam and resubmitting it for a better grade.
- 10 Working together on a take-home exam, unless specifically authorized by the teacher.
- 11 Gaining or providing unauthorized access to examination materials.

Note: Simply having possession during an exam of any prohibited or unauthorized information or device, whether or not it is actually used, is an act of academic dishonesty and will be dealt with as such.

### **Plagiarism in Papers and Assignments**

1. Giving or getting improper assistance on an assignment meant to be individual work. (When in doubt, ask.)
2. Including in any assignment turned in for credit any materials not based on your own research and writing. This includes:
  - a. Using the services of a commercial term paper company.
  - b. Using the services of another student.
  - c. Copying part or all of another person's paper and submitting it as your own for an

assignment.

3. Acting as a provider of paper(s) for a student or students.
4. Submitting substantial portions of the same academic work for credit in more than one course without consulting both teachers (self-plagiarism).
5. Failing to use quotation marks where appropriate.
6. Failing to properly acknowledge paraphrased materials via textual attribution, footnotes, endnotes and/or a bibliography.
7. Making up data for an experiment (“fudging data”).
8. Citing nonexistent sources (articles, books, etc.).

### **Other**

- 1 Misrepresenting your academic accomplishments, such as by tampering with computer records.
- 2 Deceiving a teacher or making up a false reason or excuse to get special consideration on an exam or an extension for an exam or paper.
- 3 Failing to promptly stop work on an exam when the time allocated has elapsed.
- 4 Forging a signature.
- 5 Hoarding or damaging library materials.

Note: Attempted academic dishonesty, even if unsuccessful, will be treated as academic dishonesty.

The administration has the authority to determine appropriate consequences for offenses not specifically covered above.

### **Suspension and Expulsion Policy**

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

necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

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

The AJJCS administration shall ensure that students and their parents/guardians<sup>2</sup> are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Executive Director'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 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of

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<sup>2</sup> The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.



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/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian, and shall inform the student, and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

The pupil shall have the right of appeal from either an expulsion or involuntary removal from the Charter School to the Humboldt County Board of Education, following the same timeline in the Education Code as applicable to expulsions from traditional public schools. The pupil shall remain enrolled in the Charter School pending the decision of the Humboldt County Board of Education. The Charter School administration shall ensure that the school district of the pupil's residence shall be notified in writing upon involuntary disenrollment of the student.

### **Alternatives to Suspension**

AJCS believes in using Alternatives to Suspension to prevent suspension and/or expulsion. Some of the strategies that will be utilized include, but are not limited to, the following:

- **Student Success Team** – Students who exhibit behavioral challenges will be referred to the SST to develop a plan of interventions to support and inform the team on strengths and areas of opportunity. The SST will monitor the improvement and growth of the student through frequent check-ins and adjustments to the plan.
- **Behavioral Contracts** – Students who exhibit behavioral challenges may be referred to develop to the administration who with the parents, teachers and student will define a contract of clear expectations, rewards and natural consequences. As the students improve, the behavioral contract will be revised and updated.
- **In-School Reflection** – Students who exhibit behavioral challenges may be referred to complete a reflection of their own behavior in school which may include an essay, an apology letter, or a worksheet.

- **Parent Attendance at School** – Students who exhibit behavioral challenges may have a parent attend school with their child and shadow their child for the day or a portion of the day.
- **Service Project** – Students who exhibit behavioral challenges may be asked to participate in a school service project which may include campus beautification, tutoring, hall monitor, or assisting a teacher.
- **Restitution** – Students who damage or destroy another student’s property or school property may be encouraged to replace or repair the damaged item.
- **Restorative Justice** – Students who hurt or injure another student may participate in restorative practices like mediation, conflict resolution or reflection.

Alternatives to suspension will be listed in the Parent Student Handbook and renewed annually.

## **Procedures**

### **A. Grounds for Suspension and Expulsion of Students**

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

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended when it is determined the student:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- 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. This section shall only apply to students in any of grades 9-12, inclusive.
- 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) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether

or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.

- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
  - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their 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 their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student 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 student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

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

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

v) A student 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 student 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).

w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator 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 student:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other

destructive device 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 Administrator or designee's concurrence.

- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

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

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

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



- threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
  - r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 12, inclusive.
  - s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
  - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a 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 their age, or for a person of their 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 their physical or mental health.

- iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student 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 student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A

photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- u) A student 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 student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
  - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Administrator or designee’s concurrence.
- a) 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 student or other destructive device 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 Administrator or designee’s concurrence.
- b) Brandishing a knife at another person.
  - c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d) Committing or attempting to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on

to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

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

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

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

The conference may be omitted if the Administrator 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 student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not may be imposed on a student for failure of the student's parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/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 in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

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

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

## 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

#### **D. Authority to Expel**

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

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

#### **E. Expulsion Procedures**

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

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

to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
2. A copy of the Charter School's disciplinary rules which relate to the alleged violation.
3. 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.
4. 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.
5. The right to inspect and obtain copies of all documents to be used at the hearing.
6. The opportunity to confront and question all witnesses who testify at the hearing.
7. 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 student.

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

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
6. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
7. 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.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed 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.

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

### **G. Record of Hearing**

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

### **H. Presentation of Evidence**

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

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

### **I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a

written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

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

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

#### **J. Written Notice to Expel**

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

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

#### **K. Disciplinary Records**

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

## **L. No Right to Appeal**

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

## **M. Expelled Students/Alternative Education**

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

## **N. Rehabilitation Plans**

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

## **O. Readmission or Admission of Previously Expelled Student**

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

## **P. Notice to Teachers**

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

corresponding enumerated offenses set forth above.

#### **Q. Involuntary Removal for Truancy**

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

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

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

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

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

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan. If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

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

shall:

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

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

#### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise. In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing. In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

- a. 5. Special Circumstances AJJCS 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 Administrator 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: 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.

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

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put. If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation. AJJCS shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student

has been evaluated and determined to not be eligible.

## **STUDENT AND FAMILY RIGHTS AND COMPLAINT PROCEDURES**

### **Complaint Procedure**

Agnes J. Johnson Charter School has the primary responsibility to investigate and address in the most appropriate and effective manner. If you have any questions about how to file a complaint or which complaint to follow, please contact the school office or administrator for further information.

### **Uniform Complaint Procedure (“UCP”)**

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

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

- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
- Every Student Succeeds Act;
- Migrant Education Programs;

Career Technical and Technical Education and Training Programs

- Regional Occupational Centers and Programs;
- School Safety Plans; and/or
- State Preschool Programs.

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

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

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

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

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



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

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The Charter School is operating the following preschool programs as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations: [INSERT APPLICABLE PROGRAMS]. The Charter School is operating the following preschool programs pursuant to Title 22 licensing requirements: [INSERT APPLICABLE PROGRAMS].

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

Executive Director  
Agnes J. Johnson Charter School  
73 School Rd., Weott, CA  
707-946-2347 X 102  
admin@ajjcharter.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Executive Director or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or

eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Executive Director must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

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

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

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

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

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

Student Privacy Policy Office  
U.S. Department of Education

400 Maryland Avenue, SW  
Washington, DC 20202

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

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

2. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;
4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;

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

“Directory Information” is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that

it has designated as directory information without a parent's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. Student's address
3. Parent's/guardian's address
4. Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

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

Please notify the Executive Director at: 707-946-2347 X 102 or [admin@ajjcharter.com](mailto:admin@ajjcharter.com) A copy of the complete Policy is available upon request at the main office.

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

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

## **Title IX, Harassment, Intimidation, Discrimination, And Bullying Policy**

Board Policy #: [INSERT]  
Adopted/Ratified: [INSERT]  
Revision Date: [INSERT]

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Agnes J. Johnson Charter School ("AJJCS" or the "Charter School") 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 and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School 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. AJJCS school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom AJJCS does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. AJJCS will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. AJJCS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

[INSERT NAME]

[INSERT TITLE]

[INSERT CONTACT INFO, INCLUDING OFFICE ADDRESS, PHONE NUMBER AND EMAIL ADDRESS]

**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 work or 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 characteristics listed above.

**Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by AJJCS.

AJJCS is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through 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 themselves 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.
  - 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 or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.
  
- Sexual or discriminatory displays or publications anywhere in the work or 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 work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations 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 or group of students that may constitute 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 student<sup>3</sup> or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience a substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by AJJCS.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video 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 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:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:

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<sup>3</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

- 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 student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student 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 student or a profile using the likeness or attributes of an actual student other than the student 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 student to another student 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.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in AJJCS’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that AJJCS investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in AJJCS’s education program or activity.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

## **Bullying and Cyberbullying Prevention Procedures**

AJJCS has adopted the following procedures for preventing acts of bullying, including cyberbullying.

### **1. Cyberbullying Prevention Procedures**

AJJCS advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

AJJCS informs Charter School employees, students, and parents/guardians of AJJCS's policies regarding the use of technology in and out of the classroom. AJJCS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

### **2. Education**

AJJCS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. AJJCS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at AJJCS and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

AJCS's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

AJCS informs AJCS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

### **3. Professional Development**

AJCS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other AJCS employees who have regular interaction with students.

AJCS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by AJJCS, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

AJJCS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for AJJCS’s students.

## **Grievance Procedures**

### **1. Scope of Grievance Procedures**

AJJCS will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the AJJCS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, AJJCS will utilize the following grievance procedures in addition to its UCP when applicable.

### **2. 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 when 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:

[INSERT NAME]

[INSERT TITLE]

[INSERT CONTACT INFO, INCLUDING OFFICE ADDRESS, PHONE NUMBER AND EMAIL ADDRESS]

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

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. AJJCS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

AJJCS 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 to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

AJCS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **3. Supportive Measures**

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to AJCS's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or AJCS's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. AJCS will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of AJCS to provide the supportive measures.

#### **4. Investigation and Response**

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of AJJCS, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension 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, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that AJJCS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal

- AJJCS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with AJJCS's policies.
- AJJCS may remove a respondent from AJJCS's education program or activity on an emergency basis, in accordance with AJJCS's policies, provided that AJJCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, AJJCS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If AJJCS offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - AJJCS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process

- The decision-maker will not be the same person(s) as the Coordinator or the investigator. AJJCS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, AJJCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in AJJCS's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable AJJCS policy.
  - AJJCS may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at AJJCS; or

- The specific circumstances prevent AJJCS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, AJJCS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - AJJCS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;
    - The conclusions about the application of AJJCS's code of conduct to the facts;
    - The decision and rationale for each allegation;
    - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
    - The procedures and permissible bases for appeals.

## **5. Consequences**

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from AJJCS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by AJJCS in response to a formal complaint of sexual harassment.

## **6. Right of Appeal**

Should the reporting individual find AJJCS's resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of AJJCS's decision or resolution, submit a written appeal to the President of the AJJCS Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and AJJCS will implement appeal procedures equally for both parties.
- Within five (5) business days of AJJCS's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from AJJCS's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- AJJCS will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

## **7. Recordkeeping**

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

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

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

**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 AJJCS 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 that 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 the Charter School:**

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

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

Follow up Meeting with Complainant held on: \_\_\_\_\_

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## APPENDIX – FORMS AND AGREEMENTS

### Student Net Use Agreement and Release from Liability

Agnes J. Johnson Charter School agrees to allow the enrolled student to use the school's technology to access the internet and intranet (referred to collectively as "the Net") under the following terms and conditions:

1. **Conditional Privilege.** The Student's use of the school's access to the Net ("School Net Access") is a privilege conditioned on the Student's agreeing to the terms of this agreement and on the Student's abiding by this agreement. No student may use the School's access to the Net ("School Net Access") unless the Student and his/her parent or guardian have read and signed this agreement.
2. **Acceptable Use.** The Student agrees that he/she will use the School's Net Access for educational purposes only. In using the Internet through the School Net Access, the Student agrees to obey all federal and state laws and regulations. The Student also agrees to abide by any Net use rules instituted at the Student's school or class, whether those rules are written or oral.
3. **Penalties for Improper Use.** If the Student violates this agreement and misuses the School's Net Access, the Student may be subject to disciplinary action, revocation of the Student's user account and access to the Net, as well as legal or criminal action where appropriate.
4. **"Misuse of the School's access to the Internet" includes, but is not limited to, the following:**
  - (a) use of the district's access to the Net for other than educational purposes;
  - (b) gaining intentional access or maintaining access to materials which are obscene, pornographic, or whose dominant appeal is sexual arousal;
  - (c) using the Net for any illegal activity, including computer hacking and copyright or intellectual property law violations;
  - (d) accessing "chat lines" unless authorized by the instructor for a class activity directly supervised by a staff member;
  - (e) using abusive or profane language in private messages on the system; or using the system to harass, insult, or verbally attack others;
  - (f) posting anonymous messages on the system;
  - (g) using encryption software;
  - (h) wasteful use of limited resources provided by the school including paper;
  - (i) causing congestion of the network through lengthy downloads of files, or by engaging in idle activities;
  - (j) vandalizing data of another user;
  - (k) obtaining or sending information which could be used to make destructive devices such

as guns, weapons, bombs, explosives, or fireworks;

- (l) gaining unauthorized access to resources or files;
- (m) identifying oneself with another person's name or password or using an account or password of another user without proper authorization;
- (n) using the network for financial or commercial gain without district permission;
- (o) theft or vandalism of data, equipment, or intellectual property;
- (p) invading the privacy of individuals;
- (q) attempting to gain access to or gaining access to student records, grades, or files;
- (r) introducing a virus to, or otherwise improperly tampering with the system;
- (s) degrading or disrupting equipment or system performance;
- (t) creating a web page or associating a web page with the school or school district without proper authorization;
- (u) providing access to the School Net Access to unauthorized individuals;
- (v) failing to obey school or classroom Net use rules; or
- (w) taking part in any activity related to Net use which creates a clear and present danger of the substantial disruption of the orderly operation of the district or any of its schools.

5. **No Expectation of Privacy.** The Student and parent signing below agree that if the Student uses the Net through school access, that the Student waives any right to privacy the Student may have for such use. The Student and parent agree that the district may monitor the Student's use of School Net Access and may also examine all system activities the Student participates in, including but not limited to email, voice, and video transmissions, to ensure proper use of the system. The Charter School may share such transmissions with the Student's parents.
6. **No Guarantees.** The Charter School will make good faith efforts to protect children from improper or harmful matter which may be on the Internet. At the same time in signing this agreement the parent and Student recognize that the school makes no guarantees about preventing improper access to such materials on the part of the Student.
7. **School Held Harmless and Promise Not to Sue.** In order to protect itself from future lawsuits where a student or parent alleges that the student suffered some kind of injury because the student used the School's Net Access, the school requires that the student and parent promise to forego such claims against either the School or its employees in return for being allowed to use the School's Net Access. Therefore, the Student and parent agree to hold the district and its employees harmless from any claim or liability arising out of or resulting from the Student's use of the School's Net Access, even though the nature, extent, and seriousness of such claims are currently unknown. In other words, the student and parent agree that they will not sue the school or any school employee over any claim which comes about as a result of the Student's using the school's Internet and intranet access. By signing this agreement, the parent and student waive any such claims which may occur in the future, whether they are now aware of how the student could be injured by using the

Net, or the extent of such alleged injury. In doing so the student and parent waive any protection they have under Civil Code section 1542 with regard to claims arising from the student's use of School Net Access.

## School Compact TK-12

Our school philosophy is that families, students, school staff and the community should work in partnership to help each student reach his/her potential. As partners, we agree to the following:

### Staff Pledge:

I agree to carry out the following responsibilities to the best of my ability:

- Be dedicated to students and the mission and vision of AJJCS.
- Provide high-quality curriculum and instruction.
- Communicate high expectations for every student.
- Engage students in a rigorous project-based learning.
- Actively participate in collaborative decision-making, and consistently work with families and school colleagues to make our campus accessible and welcoming to parents so that together we can help each student achieve high academic standards.
- Integrate state standards into lessons and promote higher level of thinking.
- Participate in professional development opportunities that improve teaching and learning and support the formation of partnerships with families and the community.
- Enforce rules equitably and involve students in creating a warm and caring learning environment in the class.
- Communicate regularly with families about their child's progress in school.
- Provide assistance to families on what they can do to support their child's learning.
- Respect the school, students, staff, and families.
- Provide before or after-school opportunities for student questions, concerns and/or extra help.

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

### Student Pledge:

I agree to carry out the following responsibilities to the best of my ability:

- Believe that I can learn and will learn.
- Read for at least 30 minutes, 5 days a week.
- Come to class on time, ready to learn and with assignments completed.
- Prioritize time every day to complete my work, at school or at home.
- Know and follow the school and class rules.
- Follow the school's dress code.
- Regularly talk to my parents and my teachers about my progress in school.
- Respect my school, classmates, staff, and family.
- Ask for help when I need it.

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

**Family/Parent/Guardian Pledge:**

I agree to carry out the following responsibilities to the best of my ability.

- Talk to my child regularly about the value of education.
- Communicate with the school when I have a concern.
- Monitor TV viewing and recreational use of electronics and make sure that my child reads every day.
- Support the school's discipline, dress code, and other policies.
- Make sure that my child attends school every day, on time, and with homework completed.
- Monitor my child's progress in school.
- Make every effort to attend school events, such as parent-teacher conferences, Open House, and Back to School Night.
- Ensure that my child gets adequate sleep, regular medical attention, and proper nutrition.
- Make every effort to participate in school, home, and community-sponsored activities.
- Participate in shared decision-making with school staff and other families for the benefit of students.
- Respect the school, staff, students and families.

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

## Volunteer Policies and Forms

Dear Parents and Guardians:

In order to safeguard students, an **approved Volunteer Information Form is required for all visitors and volunteers** on campus. A Volunteer Information Form must be completed and approved each year. **ALL visitors and volunteers are required to sign in and obtain a visitor's badge from the office.** If you are able to visit or volunteer in your child's classroom, please complete the attached Volunteer Information Form.

When completing the Volunteer Information Form:

- Fill out the form completely.
- TB clearance and LiveScan fingerprinting is only required for those volunteers who work 5 or more hours per week, on a regular basis. *If you think you will be volunteering 5 or more hours per week, on a regular basis, please come to the office to obtain TB test and LiveScan information.*
- You may use one form for multiple children. Be sure to include their names and teacher's names.
- Use "2022-23 School Year" for dates or days volunteer services will be performed. You can let the individual teacher(s) know which days you are available. **Teachers will schedule classroom volunteers as needed.**
- Description of services to be performed should include "class help" and if you would like to drive on a field trip, indicate "field trips"
- Attach a clear copy of your **Driver's License or other picture I.D.**
- If volunteer is someone other than parent or legal guardian (i.e. grandparent, aunt, uncle, etc.), a letter from parent or legal guardian giving permission to volunteer is required.

In addition to volunteering in the classroom, parents are sometimes needed to drive and chaperone students on field trips. Only parents and legal guardians may drive on field trips. All drivers must have an approved Volunteer Form on file, Field Trip by Private Vehicle Driver's Statement Form on file, a valid California driver's license, carry \$100,000//\$300,000/\$25,000 in liability insurance, and be the owner of the vehicle. This information must be on file with the office no less than 5 school days prior to the field trip. At this time, we would like to encourage parents wishing to drive on field trips to bring a copy of the declaration page of your insurance policy and current registration to the office to have on file.

If you have any questions, please feel free to call the office.

Sincerely,

Mary Halstead  
Executive Director

**VOLUNTEER INFORMATION FORM**

Agnes J. Johnson Charter School recognizes the tremendous positive impact that volunteers make in enriching educational programs and greatly appreciates the contribution of your time and energy in this regard. In order to safeguard students, the following identifying and background information is required of all volunteers who work with and around students.

**School at which you wish to volunteer:** \_\_\_\_\_  
(a copy of this form must be filed at each school where you wish to volunteer)

**Name:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Student(s) name:** \_\_\_\_\_ **Teacher Name:** \_\_\_\_\_

Yes  No  **Have you ever been convicted of or are you awaiting conviction for any crime?**

If you answered yes to the above question, please attach a complete and accurate explanation of the circumstances to this form. An answer of yes will not necessarily disqualify you from volunteering. Any information provided in connection with a yes response will be kept confidential.

**Dates or days volunteer services will be performed:** \_\_\_\_\_

**Brief description of services to be performed:** \_\_\_\_\_

\_\_\_\_\_

Yes  No  **Can you perform all the essential functions of the volunteer position?**

**Identification:** Please attach a copy of your driver's license or other picture identification card.

**Certification**

I hereby certify that all statements made on this form and any attachments are true and complete to the best of my knowledge and authorize investigation of all statements herein record.

**Signature of Volunteer** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Executive Director** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

**Business Office Use**

Date

\_\_\_\_\_ TB Clearance Submitted      Valid through \_\_\_\_\_

\_\_\_\_\_ Fingerprint Verification      \_\_\_\_\_ Copy of Driver's License      Initials of HR \_\_\_\_\_

Signature of Executive Director \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: Volunteers may not provide services until this form is completed and on file in the School Office.**



**Family Handbook Acknowledgement  
2023-2024**

Please visit the Agnes J. Johnson Charter School website (<https://ajjcharter.com/>), click on the Parents Tab, then click on the link to the 2023-2024 Family Handbook.

Please read and share the information in this Family Handbook 2023-2024 with your child. I have read and understand the information and policies. Communication and understanding are the keys to success. If you have any questions, please call or email the school office.

Print Student Name \_\_\_\_\_ Grade \_\_\_\_\_

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

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

Teacher/Homeroom Teacher Name \_\_\_\_\_

\* Please return this form to your child’s teacher/homeroom teacher within one week of the start of the school year.