

Agenda Item 1.
CALL TO ORDER/AGENDA

Subject:

1.1 Pledge of Allegiance

1.2 Agenda: Items to be removed from the agenda or changes to the agenda will be made at this time.

Action Requested:

1.1 None

1.2 Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

1.2 A trustee, administrator or a member of the public may request that an item be removed from the agenda or the order of the agenda be changed at the pleasure of the Board.

Agenda items may be added to the agenda if an "emergency situation" exists or "immediate action" is needed.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 2.
BUSINESS AND FINANCE

Subject:

2.1 Financial Report

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month a Financial Report is given in order to keep the Board apprised of the Schools' fiscal condition.

Fiscal Implications:

As reported.

Contact Person/s: Shari Lovett, Tammy Picconi, Kirk Miller

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Budget Financial Monthly Report - Detail (From: 8/1/2018 To: 8/31/2018)

Object	Object Description	Adopted Budget	Revised Budget	Activity Prior Month	Current Activity	Balance
75 - Northern United Humboldt						
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Revenue						
Revenue Limit Sources (8010 to 8099)						
8011	REVENUE LIMIT ST AID-CURR YR	2,088,304.00	2,465,176.00	0.00	0.00	2,465,176.00
8012	REVENUE LIMIT-EPA	524,638.00	79,600.00	0.00	0.00	79,600.00
8096	TRANSFERS>CHARTERS IN LIEU TAX	1,335,069.00	1,335,069.00	0.00	0.00	1,335,069.00
	Total Revenue Limit S (8010 to 8099)	3,948,011.00	3,879,845.00	0.00	0.00	3,879,845.00
-All Other Financing Sources (8930 to 8979)						
8965	TRANS FRM FND OF LAPSD/REORG	500,000.00	500,000.00	500,000.00	0.00	0.00
	Total All Other Finan (8930 to 8979)	500,000.00	500,000.00	500,000.00	0.00	0.00
Revenue Contribution (8980 to 8999)						
8984	CONTRIBUTION>LCFF	0.00	0.00	0.00	0.00	0.00
8989	CONTRIBUTION > SPECIAL ED	0.00	0.00	0.00	0.00	0.00
	Total Revenue Contrib (8980 to 8999)	0.00	0.00	0.00	0.00	0.00
	Total Revenue	4,448,011.00	4,379,845.00	500,000.00	0.00	3,879,845.00
Expenditure						
	(to)					
7999	EST ENDING FUND BALANCE	527,957.00	459,791.00	0.00	0.00	459,791.00
	Total (to)	527,957.00	459,791.00	0.00	0.00	459,791.00
Certificated Salary (1000 to 1999)						
1100	TEACHERS SALARIES - REGULAR	1,251,863.00	1,251,863.00	20,705.00	21,934.09	1,209,223.91
1104	SPECIAL ED TEACHER	219,430.00	219,430.00	4,908.33	4,908.33	209,613.34
1150	TEACHER SALARY - OTHER PAY	26,707.00	26,707.00	0.00	0.00	26,707.00
1200	CERT PUPIL SUPPORT SAL - REG	59,340.00	59,340.00	1,963.33	1,963.33	55,413.34
1300	CERT SUPRVSR'S & ADMINS' SAL	89,600.00	89,600.00	9,333.33	9,333.33	70,933.34
1900	OTHER CERT SALARY- REGULAR	72,420.00	72,420.00	4,673.34	5,953.34	61,793.32
	Total Certificated Sa (1000 to 1999)	1,719,360.00	1,719,360.00	41,583.33	44,092.42	1,633,684.25

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes; Fund = 62; Suppress Net Zero Accounts = Yes

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Budget Financial Monthly Report - Detail (From: 8/1/2018 To: 8/31/2018)

Object	Object Description	Adopted Budget	Revised Budget	Activity Prior Month	Current Activity	Balance
75 - Northern United Humboldt						
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Expenditure						
Classified Salary (2000 to 2999)						
2100	CLASS INSTR AIDE SAL-REGULAR	67,217.00	67,217.00	0.00	0.00	67,217.00
2122	INSTR AIDE SAL HIRLY-SPECL ED	20,196.00	20,196.00	0.00	0.00	20,196.00
2214	CUSTODIAN	7,568.00	7,568.00	0.00	0.00	7,568.00
2218	COUNSELING/CAREER TECHNICIAN	21,795.00	21,795.00	0.00	2,648.70	19,146.30
2255	COMPUTER LAB TECHNICIAN	58,900.00	58,900.00	4,908.33	4,908.33	49,083.34
2307	COORDINATOR	96,735.00	96,735.00	9,775.00	9,775.00	77,185.00
2402	ACCOUNT TECHNICIAN	136,456.00	136,456.00	9,078.30	9,132.93	118,244.77
2403	CLERICAL TECHNICIAN	94,469.00	94,469.00	0.00	2,564.40	91,904.60
2405	ATTENDANCE TECHNICIAN	54,081.00	54,081.00	6,236.80	6,236.80	41,607.40
2900	OTHER CLASS SALARIES-REGULAR	130,845.00	130,845.00	99.00	0.00	130,746.00
	Total Classified Sala (2000 to 2999)	688,262.00	688,262.00	30,097.43	35,266.16	622,898.41
Employee Benefit (3000 to 3999)						
3101	STRS - CERTIFICATED	279,913.00	279,913.00	6,769.77	6,769.77	266,373.46
3202	PERS - CLASSIFIED	103,240.00	103,240.00	5,436.19	6,369.77	91,434.04
3312	SOCIAL SECURITY-CLASSIFIED	39,981.00	39,981.00	1,866.05	2,186.51	35,928.44
3331	MEDICARE-CERTIFICATED	24,930.00	24,930.00	602.94	639.33	23,687.73
3332	MEDICARE-CLASSIFIED	9,351.00	9,351.00	436.41	511.36	8,403.23
3411	HEALTH & WELFARE BENEFITS-CRT	375,987.00	375,987.00	26,917.04	26,917.04	322,152.92
3412	HEALTH & WELFARE BENEFITS-CLS	140,995.00	140,995.00	8,501.61	8,501.61	123,991.78
3501	ST UNEMPLOYMENT INS-CERTIF	860.00	860.00	20.78	22.04	817.18
3502	ST UNEMPLOYMENT INS-CLASSIFD	322.00	322.00	15.04	17.62	289.34
3601	WORKER'S COMP-CERTIFICATED	36,966.00	36,966.00	0.00	0.00	36,966.00
3602	WORKER'S COMP-CLASSIFIED	13,865.00	13,865.00	0.00	0.00	13,865.00
	Total Employee Benefit (3000 to 3999)	1,026,410.00	1,026,410.00	50,565.63	51,935.05	923,909.12
Books and Supplies (4000 to 4999)						
4110	TEXTBOOKS	32,500.00	32,500.00	0.00	0.00	32,500.00
4241	COMPUTERD BOOKS (NOT TEXTS)	1,000.00	1,000.00	0.00	0.00	1,000.00

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes; Fund = 62; Suppress Net Zero Accounts = Yes

HUMBOLDT COUNTY OFFICE OF EDUCATION
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Object	Object Description	Adopted Budget	Revised Budget	Activity Prior Month	Current Activity	Balance
75 - Northern United Humboldt						
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Expenditure						
Books and Supplies (4000 to 4999)						
4310	MATERIALS & SUPPLIES	35,497.00	35,497.00	0.00	0.00	35,497.00
4312	SUBSCRIPTIONS/PERIODICALS	350.00	350.00	0.00	0.00	350.00
4314	TESTS	1,100.00	1,100.00	0.00	0.00	1,100.00
4351	OFFICE SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00
4364	GASOLINE	2,439.00	2,439.00	0.00	0.00	2,439.00
4374	CUSTODIAL SUPPLIES	5,500.00	5,500.00	0.00	0.00	5,500.00
4377	GROUPS SUPPLIES	500.00	500.00	0.00	0.00	500.00
4392	MEDICAL SUPPLIES	250.00	250.00	0.00	0.00	250.00
4393	WORKSHOP REFRESHMENTS	2,800.00	2,800.00	0.00	0.00	2,800.00
4445	COMPUTERS	3,000.00	3,000.00	0.00	0.00	3,000.00
4453	OTHER TECHNOLOGY	1,500.00	1,500.00	0.00	0.00	1,500.00
4710	FOOD	3,000.00	3,000.00	0.00	0.00	3,000.00
Total Books and Suppl (4000 to 4999)		92,936.00	92,936.00	0.00	0.00	92,936.00
Services and Operating Expenditures (5000 to 5999)						
5201	EMPLOYEE MILEAGE	23,000.00	23,000.00	0.00	337.52	22,662.48
5207	REGISTRATION FEES	16,250.00	16,250.00	0.00	5,009.00	11,241.00
5209	ACCOMMODATIONS	19,000.00	19,000.00	0.00	0.00	19,000.00
5261	BUS TICKETS FOR STUDENTS	3,000.00	3,000.00	0.00	0.00	3,000.00
5300	DUES & MEMBERSHIPS	1,750.00	1,750.00	0.00	5,190.00	(3,440.00)
5500	UTILITIES & HOUSEKEEPING SRV	0.00	0.00	0.00	400.00	(400.00)
5520	ELECTRICITY SERVICES	0.00	0.00	0.00	841.83	(841.83)
5531	BOTTLED WATER SERVICE	0.00	0.00	0.00	57.50	(57.50)
5560	WASTE DISPOSAL	0.00	0.00	0.00	104.78	(104.78)
5612	RENTALS AND LEASES-BUILDINGS	246,436.00	246,436.00	33,376.00	28,568.00	184,492.00
5618	RENTALS AND LEASES-VEHICLES	500.00	500.00	0.00	0.00	500.00
5623	RENTALS AND LEASES-EQUIPMENT	7,500.00	7,500.00	0.00	0.00	7,500.00
5637	MAINTENANCE AGREEMENTS	12,000.00	12,000.00	0.00	0.00	12,000.00

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes; Fund = 62; Suppress Net Zero Accounts = Yes

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75 - Northern United Humboldt						
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Expenditure						
Services and Operating Expenditures (5000 to 5999)						
5716	OTHER INTERPROGRAM SERVICES	0.00	0.00	0.00	0.00	0.00
5800	CONTRACTED SERVICES	31,100.00	31,100.00	720.00	20,509.90	9,870.10
5801	STUDENT TRAVEL/FIELDTRIPS	4,000.00	4,000.00	0.00	0.00	4,000.00
5812	LIBRARY CONTRACT	9,000.00	9,000.00	0.00	0.00	9,000.00
5819	OTHER INTER-LEA CONTRACTS	2,500.00	2,500.00	0.00	0.00	2,500.00
5831	ADVERTISEMENT	0.00	0.00	214.64	15.00	(229.64)
5845	INFORMTN NETWORK SERV CONTR	15,000.00	15,000.00	0.00	0.00	15,000.00
5861	FINGERPRINTING	0.00	0.00	0.00	865.00	(865.00)
5881	OTHER CHARGES/FEEES	100.00	100.00	0.00	0.00	100.00
5922	TELEPHONE LINES - TECHNOLOGY	750.00	750.00	0.00	725.69	24.31
5950	POSTAGE	1,200.00	1,200.00	0.00	0.00	1,200.00
Total Services and Op (5000 to 5999)		393,086.00	393,086.00	34,310.64	62,624.22	296,151.14
Total Expenditure		4,448,011.00	4,379,845.00	156,557.23	193,917.85	4,029,369.92
Assets						
9110	CASH IN COUNTY TREASURY	0.00	0.00	288,663.79	(199,153.68)	89,510.11
Total Assets		0.00	0.00	288,663.79	(199,153.68)	89,510.11
Liabilities						
9537	EMPLOYER H&W SUSPENSE ACCNT	0.00	0.00	54,814.80	5,275.49	60,090.29
9540	EMPLOYER S.U.I. SUSP ACCNT	0.00	0.00	(35.82)	(39.66)	(75.48)
Total Liabilities		0.00	0.00	54,778.98	5,235.83	60,014.81

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes; Fund = 62; Suppress Net Zero Accounts = Yes

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Budget Financial Monthly Report - Detail (From: 8/1/2018 To: 8/31/2018)

Object	Object Description	Adopted Budget	Revised Budget	Activity Prior Month	Current Activity	Balance
75 - Northern United Humboldt						
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Fund Balance						
9790	UNDESIGNATED/UNAPPROPRIATED	(527,957.00)	(527,957.00)	0.00	0.00	(527,957.00)
9798	FUND BALANCE - CONTROL ACCNT	527,957.00	527,957.00	0.00	0.00	527,957.00
9799	NET GAIN OR LOSS - CONTRL AC	(527,957.00)	(527,957.00)	0.00	0.00	(527,957.00)
	Total Fund Balance					
		(527,957.00)	(527,957.00)	0.00	0.00	(527,957.00)
	Budgetary and Control					
9810	ESTIMATED REVENUE-BUDGET	4,448,011.00	4,379,845.00	0.00	0.00	4,379,845.00
9820	ESTIMATED EXPENDITURES-BUDGET	(3,920,064.00)	(3,851,888.00)	0.00	0.00	(3,851,888.00)
9840	REVENUE CONTROL ACCOUNT	0.00	0.00	(500,000.00)	0.00	(500,000.00)
9850	EXPENDITURE CONTROL ACCOUNT	0.00	0.00	156,557.23	193,917.85	350,475.08
	Total Budgetary and Control					
		527,957.00	527,957.00	(343,442.77)	193,917.85	378,432.08
	Total Fund 62 CHARTER SCHOOLS ENTERPRISE FND					
		0.00	0.00	343,442.77	(193,917.85)	(149,524.92)
	Total 75 - Northern United Humboldt					
		0.00	0.00	343,442.77	(193,917.85)	(149,524.92)

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes; Fund = 62; Suppress Net Zero Accounts = Yes

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FUND: 62 CHARTER SCH. ENTERPRISE FUND

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
	REVENUE DETAIL						
	REVENUE LIMIT SOURCES :	1,392,379.00		1,392,379.00	.00	1,392,379.00	0.00
	OTHER STATE REVENUES :	403,451.00		403,451.00	.00	403,451.00	0.00
	OTHER LOCAL REVENUES :	16,864.00		16,864.00	.00	16,864.00	0.00
	* TOTAL YEAR TO DATE REVENUES	* 1,812,694.00 *	.00 *	1,812,694.00 *	.00 *	1,812,694.00 *	0.00

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	594,000.00		594,000.00	.00	594,000.00	0.00
CLASSIFIED SALARIES :	185,568.08		185,568.08	5,646.80	179,921.28	3.04
EMPLOYEE BENEFITS :	714,054.03		714,054.03	2,523.44	711,530.59	0.35
BOOKS AND SUPPLIES :	62,222.00		62,222.00	.00	62,222.00	0.00
SERVICES, OTHER OPER. EXPENSE:	274,026.00		274,026.00	77,974.79	196,051.21	28.45
OTHER OUTGOING :	9,098.00		9,098.00	.00	9,098.00	0.00
DIRECT SUPPORT/INDIRECT COSTS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE EXPENDITURES	* 1,838,968.11 *	.00 *	1,838,968.11 *	86,145.03 *	1,752,823.08 *	4.68

OTHER FINANCING SOURCES (USES)

OTHER SOURCES :	429,979.00		429,979.00	429,979.00	.00	100.00
CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING	* 429,979.00 *	.00 *	429,979.00 *	429,979.00 *	.00 *	100.00

FUND: 62 CHARTER SCH. ENTERPRISE FUND

BEGINNING YEAR TO DATE ENDING
BALANCE ACTIVITY BALANCE

FUND RECONCILIATION

OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
ASSETS AND LIABILITIES:				
9110	CASH IN COUNTY TREASURY		320,691.43	320,691.43
9514	H & W PASS THROUGH		23,142.54	23,142.54
* NET YEAR TO DATE FUND BALANCE		.00 *	343,833.97 *	343,833.97 *

* EXCESS REVENUES/(EXPENDITURES)	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
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OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	1,812,694.00	.00	1,812,694.00	.00	1,812,694.00	0.00
B.	EXPENDITURES	1,838,968.11	.00	1,838,968.11	86,145.03	1,752,823.08	4.68
C.	EXCESS REVENUES (EXPENDITURES)	26,274.11	.00	26,274.11	86,145.03	59,870.92	327.87
D.	OTHER FINANCING SOURCES (USES)	429,979.00	.00	429,979.00	429,979.00	.00	100.00
E.	NET CHANGE IN FUND BALANCE	403,704.89	.00	403,704.89	343,833.97	59,870.92	85.16
F.	FUND BALANCE :						
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	343,833.97	59,870.92	85.16
G.	ENDING BALANCE	403,704.89	.00	403,704.89			

Agenda Item 2.
BUSINESS AND FINANCE

Subject:

2.2 Consideration of Assumption of Copier Lease with Great America Financial Services for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Mattole Unified School District had leases for copiers that were being used for Mattole Valley Charter School. Northern United - Humboldt Charter School will assume one of the leases. This lease covers the copiers in the administration wing, the Cutten Resource Center, and the Cutten Learning Center.

Fiscal Implications:

\$15,818.40 over 3 years and 3 months - \$405.60/month for 39 months

Contact Person/s: Shari Lovett

TRANSFER AND ASSUMPTION AGREEMENT

The original customer, Mattole Valley Charter School ("Original Customer") hereby assigns and transfers all right, title and interest in and to the attached agreement no. 012-117605-1-000 between Original Customer and GreatAmerica Financial Services ("Owner") (the "Agreement") to Northern United Charter Schools DBA Humboldt School ("Assignee"). Assignee hereby assumes all of the Original Customer's payment and nonpayment obligations due and owing under the Agreement from and after 6/7/2018, including, but not limited to, the obligation to pay rents, pay taxes and to insure, protect and maintain the equipment defined in the Agreement (the "Equipment"). Should the Original Customer fail to execute this Transfer and Assumption Agreement, the Assignee shall nevertheless assume all of the Original Customer's payment and nonpayment obligations under the Agreement as provided herein, irrespective of whether the Assignee receives a transfer of any of the Original Customer's right, title and interest in and to the Agreement. Notwithstanding anything in this Transfer and Assumption Agreement to the contrary, in no event shall the Original Customer and the Original Customer's Guarantor(s) be relieved from the payment and nonpayment obligations under the Agreement if and to the extent the Assignee does not, for any reason, timely perform such obligations. Original Customer agrees, if this transaction is associated with a disposition of the Original Customer's business assets or operations, in whole or in part, that it shall retain sufficient funds from the proceeds of such disposition to cover its outstanding contingent liability under the Agreement and this Transfer and Assumption Agreement.

Without limitation of the foregoing, the Assignee acknowledges that (a) the Agreement is non-cancelable; (b) there remain 39 rental payment(s) of \$405.60* (plus all applicable taxes), due Monthly on the 31st day of the month; and (c) You agree to pay Owner a transfer and assumption fee equal to Owner's current standard origination fee for like transactions.

*subject to escalation if provided for in Agreement.

This Transfer and Assumption Agreement may be executed in separate counterparts by each party, all of which taken together shall constitute one and the same agreement. The original of this Transfer and Assumption Agreement shall be that counterpart which bears Owner's original signature, taken together with the counterpart(s) bearing the facsimile or original signature(s) of the other parties hereto or any other indication of the intent of the other parties hereto to agree to the terms set forth herein.

This Transfer and Assumption Agreement is not binding on Owner until Owner signs below.

Assignee Legal Name: Northern United Charter Schools DBA Humboldt School
 Billing Address: 2120 Campton Rd Ste H Eureka CA 95503-8209
 Equipment Location: 2120 Campton Rd Ste H Eureka CA 95503-8209
 Accounts Payable Contact: Shirlee Hanson Ures
 Phone: 707-445-2660 Ext 117 Fax: 707-445-2430 Email: awatermanenucharters.org

ASSIGNEE ACCEPTANCE

Northern United Charter Schools DBA Humboldt School	<input checked="" type="checkbox"/>		Shari Lovett, Director	7/1/18
ASSIGNEE		SIGNATURE	PRINT NAME & TITLE	DATE

ORIGINAL CUSTOMER ACCEPTANCE

Mattole Valley Charter School	<input checked="" type="checkbox"/>		Shari Lovett, Superintendent	7/1/18
CUSTOMER		SIGNATURE	PRINT NAME & TITLE	DATE

ORIGINAL CUSTOMER'S GUARANTORS

OWNER ACCEPTANCE

GreatAmerica Financial Services	<input checked="" type="checkbox"/>		Sami Eubanks Account Support Advisor II	8/27/18
OWNER		SIGNATURE	PRINT NAME & TITLE	DATE

UNCONDITIONAL GUARANTY - REQUIRED YES NO

The undersigned, jointly and severally if more than one, acknowledge(s) that the Agreement is non-cancelable and unconditionally guarantee(s) that the Assignee will timely perform all payment and nonpayment obligations under the Agreement. The undersigned also waive(s) any notification if the Assignee is in default and consent(s) to any extensions or modifications granted to the Assignee. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Owner to proceed against the Assignee, the Original Customer, the Original Customer's Guarantor(s) or the Equipment. The undersigned consent(s) to personal jurisdiction, venue, choice of law and jury trial waiver as stated in the Agreement and agree(s) to pay all costs and expenses, including attorneys' fees, incurred by Owner related to this guaranty.

	<input checked="" type="checkbox"/>		Individually	
PRINT NAME OF GUARANTOR		SIGNATURE		DATE
	<input checked="" type="checkbox"/>		Individually	
PRINT NAME OF GUARANTOR		SIGNATURE		DATE

 ORIGINAL

Agenda Item 2.
BUSINESS AND FINANCE

Subject:

2.3 Consideration of Assumption of Copier Lease with Wells Fargo for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Mattole Unified School District had leases for copiers that were being used for Mattole Valley Charter School. Northern United - Siskiyou Charter School will assume two of the leases. This lease covers the copiers in the Yreka Learning Center and Mt. Shasta Learning Center.

Fiscal Implications:

Fiscal implications are not available at the time of the packet being prepared. This should be available at the board meeting.

Contact Person/s: Shari Lovett

503-0151725-000



Assignment and Assumption of Finance Contract

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreements: Equipment Lease Agreement (the "Agreement")

Current Lessee/Renter/Customer: Mattole Unified School District ("Current Customer")

New Lessee/Renter/Customer: Northern United Charter Schools ("New Customer")

This Assignment and Assumption of Finance Contract (this "Assumption Agreement") effective as of 06/07/2018 (the "Effective Date"), is made by and among Wells Fargo Financial Leasing, Inc. ("Company"), Current Customer and New Customer. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (Individuals or businesses) who opens an account. What this means for New Customer: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

INTRODUCTION: Current Customer and Company are parties to the above-referenced Agreement (as amended or supplemented from time to time, the "Finance Contract"). Current Customer desires to assign and New Customer desires to assume Current Customer's rights and obligations under the Finance Contract, and Company is willing to consent to such assignment and assumption, in accordance with the terms and conditions of this Assumption Agreement. NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company, Current Customer and New Customer hereby agree as follows:

- TRANSFER OF RIGHTS AND OBLIGATIONS TO NEW CUSTOMER.** As of the Effective Date, Current Customer hereby (i) assigns and transfers to New Customer all of Current Customer's rights under the Finance Contract, including but not limited to the right to possess and use the personal property leased, rented or otherwise provided thereunder (the "Property"), and (ii) subject to Section 3 hereof, delegates and transfers to New Customer all of Current Customer's payment and other obligations under the Finance Contract, limited, however, to obligations arising as of and following the Effective Date. New Customer hereby accepts such assignment, delegation and transfer of the Finance Contract and agrees to assume, pay, perform and discharge all obligations thereunder in accordance with this Assumption Agreement. New Customer hereby acknowledges that it has received a copy of the Finance Contract, has reviewed the Finance Contract terms and conditions, and agrees to be bound by all Finance Contract terms and conditions for the full remaining term thereof (including any renewals and/or extensions thereof). Company hereby consents to the assignment and delegation contemplated herein, subject to all the terms and conditions of this Assumption Agreement. In connection with this Assumption Agreement, New Customer agrees to pay to Company a documentation/processing fee in the amount of \$250.00, which fee shall be due from New Customer irrespective of whether Company accepts this Assumption Agreement.
- ACCEPTANCE OF PROPERTY BY NEW CUSTOMER; NO COMPANY WARRANTIES.** New Customer hereby represents to Company that New Customer has inspected the Property, and acknowledges that the Property (i) is in good working order and condition, (ii) is satisfactory to and hereby accepted by New Customer, and (iii) includes all parts, accessories and manuals. **COMPANY IS LEASING, RENTING OR OTHERWISE PROVIDING THE PROPERTY TO NEW CUSTOMER "AS IS, WHERE IS". COMPANY HAS NOT MADE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- NO RELEASE OF CURRENT CUSTOMER OR OTHER OBLIGORS.** This Assumption Agreement shall NOT have the effect of releasing or discharging Current Customer or any guarantor(s) or other obligor(s) (all such guarantors and obligors, if any, may be collectively referred to as "Other Obligors"), from its or their past or current obligations under or in connection with the Finance Contract. Current Customer agrees that it shall be liable to Company, jointly and severally with New Customer and any and all Other Obligors for all of lessee or customer obligations under the Finance Contract, whether arising before, on or after the Effective Date.
- MISCELLANEOUS.** This Assumption Agreement constitutes the entire agreement between the parties with respect to the assignment and assumption of the Finance Contract and supersedes any other oral or written agreements regarding such matters. This Assumption Agreement shall not be binding upon Company until accepted by Company. This Assumption Agreement shall be construed and governed by the laws of the state identified in the applicable terms and conditions of the Finance Contract. All judicial proceedings in relation to any matter arising under this Assumption Agreement shall be adjudged or determined in a court or courts in the state identified in the applicable terms and conditions of the Finance Contract. **CURRENT CUSTOMER, NEW CUSTOMER AND COMPANY WAIVER THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** This Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Current Customer and New Customer each acknowledge having received a copy of this Assumption Agreement and agree that a facsimile or other copy containing each party's faxed, copied or electronically transmitted signatures may be treated as an original and will be admissible as evidence of this Assumption Agreement. Current Customer and New Customer waive notice of receipt of a copy of this Assumption Agreement with Company's original signature. Current Customer and New Customer each represent to Company that this Assumption Agreement is legally binding and enforceable against it in accordance with its terms.

Current Customer (Identified above): Mattole Unified School District	Wells Fargo Financial Leasing, Inc.
By: <u>Shari Lovett</u>	By: <u>Troy Greene</u> Date: <u>6/19/18</u>
Print name: <u>Shari Lovett</u>	Print name: <u>Troy Greene</u> Title: <u>Business Lending Underwriter</u>
Title: <u>Superintendent</u>	Agreement Number: <u>603-0151725</u>
Date: <u>6/14/18</u>	Master Agreement Number (if applicable):
Tax Identification Number: <u>91-1894700</u>	
New Customer (Identified above): Northern United Charter Schools	
By: <u>Shari Lovett</u>	
Print name: <u>Shari Lovett</u>	
Title: <u>Director</u>	
Date: <u>6/19/18</u>	
Tax Identification Number: <u>82-5002004</u>	

EMAILED
6/18/18



Assignment and Assumption of Finance Contract

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: Equipment Lease Agreement (the "Agreement")

Current Lessee/Renter/Customer: Mattole Unified School District ("Current Customer")

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This Assignment and Assumption of Finance Contract (this "Assumption Agreement") effective as of 06/07/2018 (the "Effective Date"), is made by and among Wells Fargo Financial Leasing, Inc. ("Company"), Current Customer and New Customer. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for New Customer: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

INTRODUCTION: Current Customer and Company are parties to the above-referenced Agreement (as amended or supplemented from time to time, the "Finance Contract"). Current Customer desires to assign and New Customer desires to assume Current Customer's rights and obligations under the Finance Contract, and Company is willing to consent to such assignment and assumption, in accordance with the terms and conditions of this Assumption Agreement. NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company, Current Customer and New Customer hereby agree as follows:

1. TRANSFER OF RIGHTS AND OBLIGATIONS TO NEW CUSTOMER. As of the Effective Date, Current Customer hereby (i) assigns and transfers to New Customer all of Current Customer's rights under the Finance Contract, including but not limited to the right to possess and use the personal property leased, rented or otherwise provided thereunder (the "Property"), and (ii) subject to Section 3 hereof, delegates and transfers to New Customer all of Current Customer's payment and other obligations under the Finance Contract, limited, however, to obligations arising as of and following the Effective Date. New Customer hereby accepts such assignment, delegation and transfer of the Finance Contract and agrees to assume, pay, perform and discharge all obligations thereunder in accordance with this Assumption Agreement. New Customer hereby acknowledges that it has received a copy of the Finance Contract, has reviewed the Finance Contract terms and conditions, and agrees to be bound by all Finance Contract terms and conditions for the full remaining term thereof (including any renewals and/or extensions thereof). Company hereby consents to the assignment and delegation contemplated herein, subject to all the terms and conditions of this Assumption Agreement. In connection with this Assumption Agreement, New Customer agrees to pay to Company a documentation/processing fee in the amount of \$250.00, which fee shall be due from New Customer irrespective of whether Company accepts this Assumption Agreement.

2. ACCEPTANCE OF PROPERTY BY NEW CUSTOMER; NO COMPANY WARRANTIES. New Customer hereby represents to Company that New Customer has inspected the Property, and acknowledges that the Property (i) is in good working order and condition, (ii) is satisfactory to and hereby accepted by New Customer, and (iii) includes all parts, accessories and manuals. **COMPANY IS LEASING, RENTING OR OTHERWISE PROVIDING THE PROPERTY TO NEW CUSTOMER "AS IS, WHERE IS". COMPANY HAS NOT MADE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. NO RELEASE OF CURRENT CUSTOMER OR OTHER OBLIGORS. This Assumption Agreement shall NOT have the effect of releasing or discharging Current Customer or any guarantor(s) or other obligor(s) (all such guarantors and obligors, if any, may be collectively referred to as "Other Obligors"), from its or their past or current obligations under or in connection with the Finance Contract. Current Customer agrees that it shall be liable to Company, jointly and severally with New Customer and any and all Other Obligors for all of lessee or customer obligations under the Finance Contract, whether arising before, on or after the Effective Date.

4. MISCELLANEOUS. This Assumption Agreement constitutes the entire agreement between the parties with respect to the assignment and assumption of the Finance Contract and supersedes any other oral or written agreements regarding such matters. This Assumption Agreement shall not be binding upon Company until accepted by Company. This Assumption Agreement shall be construed and governed by the laws of the state identified in the applicable terms and conditions of the Finance Contract. All applicable terms and conditions of the Finance Contract. **CURRENT CUSTOMER, NEW CUSTOMER AND COMPANY WAIVER THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** This Assumption Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Current Customer and New Customer each acknowledge having received a copy of this Assumption Agreement and agree that a facsimile or other copy containing each party's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Assumption Agreement. Current Customer and New Customer waive notice of receipt of a copy of this Assumption Agreement with Company's original signature. Current Customer and New Customer each represent to Company that this Assumption Agreement is legally binding and enforceable against it in accordance with its terms.

Current Customer (identified above): Mattole Unified School District	Wells Fargo Financial Leasing, Inc.
By: <i>Shar: Lovett</i>	By: _____ Date: ____ / ____ / ____
Print name: Shar: Lovett	Print name: _____ Title: _____
Title: Superintendent	Agreement Number: 603-0151725
Date: 6/14/18	Master Agreement Number (if applicable): _____
Tax Identification Number 91-1894700	
New Customer (identified above): Northern United Charter Schools	
By: <i>Shar: Lovett</i>	
Print name: Shar: Lovett	
Title: Director	
Date: 6/14/18	
Tax Identification Number 82-5002004	

Agenda Item 2.

BUSINESS AND FINANCE

Subject:

2.4 Consideration of Contract with School Pathways for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

School Pathways is the student information system (SIS) we use of our database. The database keeps all employee and student records and school information is uploaded into the State database, CalPads.

Fiscal Implications:

\$3,500/year - annual use fee (PLSIS)

\$3.00/student/month - monthly fee (PLS)

\$350/year - annual maintenance fee (Follett)

Contact Person/s: Shari Lovett



Access Agreement 2017-2018

School Pathways, LLC (Provider) hereby grants access to the following computer software products to Northern United Charter Schools (Recipient) for the benefit of Northern United - Humboldt Charter School (School) under the terms and conditions specified herein. In consideration for such access, Recipient agrees on behalf of itself and School to pay the fees specified below and to comply with such terms and conditions. (A description of the computer software products may be found in the attached Description of Products and Services.)

Products	Training	Auto Renew	Fees
PLSIS	10 hours	Yes	One-Time Setup Fee: \$3,500 Annual Use Fee (two Installments): * 0-50 students: \$2,500 51-499 students: \$3,500 500-999 students: \$5,000 1000-1499 students: \$6,000 1500-1999 students: \$6,700
PLS	4 hours	Yes	Monthly Fees: ** 0-50 students: \$150 51-499 students: \$3.00 / student 500-999 students: \$2.90 / student 1000-1499 students: \$2.80 / student 1500+ students: \$2.70 / student
SPArchiving	2 hours	Yes	\$0.50 / student / month
Follett Bridge		Yes	One Time Setup Fee: \$250 Annual Maintenance Fee (one installment): \$350 *

* Annual Fees waived for initial term ending June 30, 2018.
 **School and its sister school, Northern United - Humboldt Charter School, shall be billed for the PLS based upon the combined student counts in both schools.

This Access Agreement shall be effective from the last date signed by the parties below (the Effective Date) through June 30, 2018. If "Auto Renew" is marked "yes" above, the Access Agreement shall automatically be renewed for successive periods of twelve (12) months, from July 1 through the following June 30, unless either party notifies the other in writing prior to the end of a given term of its desire not to renew.

As part of the Access Agreement, and at no additional cost, School shall be entitled to training in the use of the selected product for up to the amounts of time specified above. Because all annual use fees are being waived for the initial term of this Access Agreement, all training received by School during the initial term shall count toward Provider's training obligations for the next school year.

This Access Agreement is subject to all the terms and conditions specified in the General Terms and Conditions, a copy of which is attached hereto and incorporated herein as part of this Access Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement on the dates indicated below.

Northern United Charter Schools
 By: [Signature]
 Title: Director
 Date: 4/9/18

School Pathways, LLC
 By: [Signature]
 Title: Comptroller
 Date: 4-16-2018

DESCRIPTION OF PRODUCTS AND SERVICES

PRODUCTS:

ACTS Bridge: A software tool that provides class, student, and staff demographics to ACTS (Audit Compliance Tracking System) on a daily basis.

Barcode Attendance: A hosted, internet-based product that integrates with PLSIS to provide near real-time access to scanned attendance information, although teachers must still approve attendance through the "claiming" process. Using either Windows or Mac computer hardware and widely available barcode scanners, School Pathways database software, and a third-party card printer, the entire system is keyed off of barcodes on generated ID cards and/or barcode stickers.

Blackboard Alert Bridge: A data export tool designed to interoperate with the Blackboard Alert contact tool. This bridge provides student demographic data to the Blackboard Alert system in order for the school to use the contact methods available within the Blackboard Alert system. This is a straightforward, fully-automatic push bridge. The school need only provide the server connection information provided by Blackboard Alert and the bridge will automatically push student data on a daily basis.

Blackboard Connect Bridge: A data export tool designed to interoperate with the Blackboard Connect contact tool. This bridge provides student demographic data to the Blackboard Connect system so that the school can use the many contact methods available within the Blackboard Connect system. This is a straightforward, fully-automatic push bridge. The school need only provide the server connection information provided by Blackboard Connect and the bridge will automatically push student data on a daily basis.

BrainHoney Connect: A software product developed by School Pathways that permits near real-time integration between PLSIS and Agilix BrainHoney. Teachers can create courses or adjust vendor courses in Agilix BrainHoney. Using BrainHoney Connect, school representatives can enroll students into Agilix BrainHoney courses through PLSIS and obtain seamless tracking of course completion, grades received, and credits earned. (BrainHoney Connect licensees must have a direct license for Agilix BrainHoney, either through School Pathways, Agilix or another Agilix reseller.)

BUZZ Connect: A software product developed by School Pathways that permits near real-time integration between PLSIS and Agilix BUZZ. Teachers can create courses or adjust vendor courses in Agilix BUZZ. Using BUZZ Connect, school representatives can enroll students into Agilix BUZZ courses through PLSIS and obtain seamless tracking of course completion, grades received, and credits earned. (BUZZ Connect licensees must have a direct license for Agilix BUZZ, either through School Pathways, Agilix or another Agilix reseller.)

Canvas Bridge: A software tool that automatically exports courses, sections, enrollments and users to Canvas on a daily basis. A link is provided to Canvas on the Staff Dashboard and the Student Portal.

CatapultEMS Export Bridge: A nightly automatic export that sends student, staff, and student to staff period data to the CatapultEMS system.

Clever Bridge: A software tool that provides student demographic data to Clever on a daily basis in accordance with Clever's schema so that Clever can integrate with other product APIs.

CMS (Classroom Management System for Independent Study): That portion of PLSIS that provides functions similar to ReportWriter, including rosters, attendance, grade books, master agreements, curriculum pacing guides from over 6000 curriculum options, customized master curricula, assignment and work records, work summary reports, progress reports and report cards.

Compass Learning Path Blazer (K-6) Bridge: A software tool that provides student demographics and account information to Compass Learning via an automated nightly export.

Data Director Bridge: A software product that permits the creation of extracts from PLSIS to be used for direct import into Data Director. Extract files can either be downloaded from PLSIS and manually uploaded to Data Director or automatically bridged in a nightly process without user action. The permissible extract files are: student demographic information, student class and schedule, staff demographic data and course catalog information.

DataWise Bridge: A data export tool designed to interact with the DataWise system, which includes teacher data, student data and class schedule data within the school. The bridge provides the information needed to automatically set up DataWise accounts as staff are employed or students are enrolled. Although this is an export-only bridge, use of the extracts provided by School Pathways with DataWise data import tools and the Windows "wget" tool supports the creation of a fully automated, periodic export/import bridge. It is recommended that the school have a Windows-knowledgeable consultant available who can coordinate with DataWise representatives for a one-time setup event.

Edge Curriculum Bridge: This PLSIS, export-only tool is used to send enrollment data to Edge via SFTP once the Edge curriculum is attached to a PLS class. It allows for the rostering of students and teachers.

Edgenuity Bridge: A software product that converts class registrations, attendance and progress data tracked for a given school by Edgenuity, Inc. into a format compatible with PLSIS and then loads that data into PLSIS for use by the school. The Edgenuity Bridge consists of four separate bridges: (1) the Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

Edgenuity My Path (7-12) Bridge: One way export of basic student information from PLSIS to Edgenuity to set up account information. Automatic nightly upload.

EtTu Create Bridge: CTE Learning powered by EtTu Create delivers STEM and Career Courses. A SSO link will be provided via the Student Portal to access courses. No assignment detail will return to the PLSIS.

Follett Destiny Bridge: A data export tool designed to interact with the Follett Destiny library system, which includes a definition of roles for both staff and students within the school. Because the closeout process in Follett cannot complete until materials are returned or paid for, student/staff exits cannot be synchronized and account records must be closed manually in Follett. Whether this bridge is run onsite at the school or via Follett's hosted model, the bridge provides the information needed to automatically set up Follett accounts as staff are employed or students are enrolled. Although this is an export-only bridge, use of the extracts provided by School Pathways with Follett data import tools and the Windows "wget" tool supports the creation of a fully automated, periodic export/import bridge. It is recommended that the school have a Windows-knowledgeable consultant available who can coordinate with Follett representatives for a one-time setup event.

Google Apps Bridge: Export-only integration tool with Google Apps that assists schools with batch CSV export of student information from the PLSIS that can be loaded into Google. The CSV export contains the necessary information needed to create Gmail accounts for students within Google.

IlluminateEd Bridge: A software tool that creates customized files for automatic daily uploads to a secure file transfer protocol (sftp) site that must be provided by IlluminateEd.

iResult Bridge: iResult is a software platform that gathers data from divergent sources and puts them into tailored, graphic Dashboards. School Pathways supports a daily, automated data transfer from PLSIS to iResult.

iReady Bridge: An export-only bridging tool that works via batch export on a daily basis. Data is uploaded at 6 or 7 PM PST and is processed by iReady at approximately 9pm PST. This process can run at the district level or for a single scope.

K12 Bridge: A software product that converts student enrollment, attendance and progress data tracked for a given school by K12 Management, Inc. (K12) into a format compatible with PLSIS and then loads that data into PLSIS for use by the school. The K12 Bridge consists of four separate bridges: (1) the Enrollment and Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

K12 / Peak-FuelEd Bridge: A data integration product that transforms student enrollment, attendance and progress data from K12 Inc. (Peak's parent company, otherwise known as K12) systems for use in PLSIS by School Pathways client end-users. The Peak-FuelEd Bridge consists of four separate bridges: (1) the Enrollment and Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

Mastery Connect Bridge: A software tool that provides daily student demographics to Mastery Connect via a nightly operation.

Mealtime Bridge: A software product that creates customized files for import into the MealTime(tm) mPower software. The Mealtime Bridge exports student and, optionally, staff demographic information.

National Student Clearinghouse Bridge: A manual export tool that permits schools to transmit student demographic information (with a focus on graduating students) from PLSIS to National Student Clearinghouse.

NWEA Export Bridge: A software tool that exports basic student demographic data, including ethnicity and oversight teacher, to NWEA on a daily basis.

NWEA Import Bridge: A software tool that automatically imports NWEA MAPS student testing data on a daily basis.

OARS Bridge: A software tool that creates customized files for import to the OARS (Online Assessment Reporting System) software.

One Call Now Bridge: One Call Now™ is a software product for sending emails/calls/texts to families and staff in emergency situations. The One Call Now Bridge sends a nightly export of student, parent, and staff demographic information.

OPS Bridge: A software product that permits the creation of extracts from PLSIS of student enrollment, staff employment, and class registration for automatic background export to the OPS Online ordering system throughout the day. It also allows for cross-checking of student class

enrollments with OPS records to identify anomalies, permits viewing and verification of setup and configuration status of OPS exports, and, when properly configured, checks student budgets when class enrollments are being entered.

ParentSquare Bridge: ParentSquare is a collaborative platform for school-home communications to facilitate parental engagement in their children's education. It is designed for whole-school adoption and collaborative use by principals, administrators, teachers, staff, parent leaders, and parents at preK-12 schools. Users can share school, classroom, and group messages along with pictures, files, request volunteers, sign-ups for class supply lists, calendars, directory information, and more. The ParentSquare Bridge sends school and student information from PLSIS to ParentSquare on a daily basis.

Peak-FuelEd Bridge: A data integration product that transforms student enrollment, attendance and progress data from K12 Inc. (Peak's parent company, otherwise known as K12) systems for use in PLSIS by School Pathways client end-users. The Peak-FuelEd Bridge consists of four separate bridges: (1) the Enrollment and Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

Pearson EasyBridge: A nightly automatic export that sends student, class, staff extracts to the Pearson SFTP server. Link to Pearson sign-in page available on the PLSIS staff dashboard and student portal.

Plato Bridge: A software product that converts student enrollment, attendance and progress data tracked for a given school under Plato Courseware (a product of Edmentum, Inc.) into a format compatible with PLSIS and then loads that data into PLSIS for use by the school. The Plato Bridge consists of four separate bridges: (1) the Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

PLSIS (Personalized Learning Student Information System): A tool for tracking student information, attendance, and progress in grades K through 12, including grade books and progress/report cards. PLSIS is an Internet web-based product and is designed to run on any computer utilizing a Microsoft Windows XP or Macintosh OSX 10.3 or newer operating system with the ability to connect to the Internet.

PLSIS Oversight: A tool for tracking and managing information from multiple schools connected to PLSIS. PLSIS Oversight permits the overseeing district or other entity to manage staff and student information, create reports, and jump into individual schools. It also unifies updates to student and staff records so that current information is propagated district-wide.

PLS: A software tool used primarily for generating monthly assignment and progress reports and tracking the progress and attendance of personalized learning students in grades K through 12. It is fully integrated with PLSIS, which sends all data for students (including classes, grades, and attendance generated in PLS) to CALPADS. PLS is a web-based product accessible from any browser. It produces master agreements, curriculum pacing guides from over 7000 curriculum options, customized master curricula, grade books, assignment and work records, work summary reports, progress reports and report cards. PLS can also link to online curricula through supported LMS providers and supports a student and parent/guardian portal where progress can be monitored and assignments accessed.

PLS Xpress: A software tool used primarily for generating monthly assignment and progress reports and tracking the progress of personalized learning students in grades K through 12. PLS Xpress is a web-based product accessible from any browser. PLS Xpress produces master agreements, curriculum pacing guides from over 7000 curriculum options, customized master curricula, grade books, assignment and work records, work summary reports, progress reports and report cards. PLS

Xpress can link to online curriculum through supported LMS providers. It also supports a student and parent/guardian portal where progress can be monitored and assignments accessed.

RegOnline: A software product that works with PLSIS to allow submission of paperless online applications and registrations for students and to allow schools to import such applications and registrations directly into PLSIS. REG-Online also permits schools to monitor registration activity and to communicate with students and their families via email.

Renaissance Learning Bridge: A software tool that provides student demographics to Renaissance Learning on a daily basis.

ReportWriter: A software tool used primarily for generating monthly assignment and progress reports and tracking the progress of independent learning students in grades K through 12. ReportWriter is not a web-based product. It is downloaded to a user's computer for use. It is designed to run on any computer utilizing a Microsoft Windows 98 or Macintosh OSX 10.3 or newer operating system with ability to connect to the internet. ReportWriter produces master agreements, curriculum pacing guides from over 6000 curriculum options, customized master curricula, grade books, assignment and work records, work summary reports, progress reports and report cards.

REST API: An implementation of Representational State Transfer (REST) that operates as a direct interface with the Object Relational Mapping used by School Pathways (STORM) and provides the following capabilities: creates new records from externally derived data; reads operations on a row-by-row basis, including range matches and partial searches; and updates or deletes existing records in the School Pathways databases. Business rules that may be embedded in STORM will apply to REST API. These rules can be customized but are not directly accessible or modifiable. While every effort is made to provide read/write access to a school's data, some tables are "code tables" necessary for operation of the system, and write access may be limited as appropriate. Where possible, the School Pathways databases are normalized to the 5th Normal form (5NF) and use surrogate (non-natural) keys.

RODECA (Open Database Connectivity): A software product that allows schools to import or export data from PLSIS to other database software packages.

Schoology Bridge: A software tool that provides student demographics to Schoology on a daily basis.

School Messenger Bridge: School Messenger™ is a software tool for sending emails/calls/texts to families in emergency situations. The School Messenger Bridge permits the creation of customized student demographic files for export from PLSIS to School Messenger™ on a nightly basis.

SPArchiving: A database storage and retrieval product that works with PLSIS to allow users to store student records electronically for later search and retrieval. SPArchiving also permits users to remove student files from active availability after they are no longer needed.

Testing Sandbox: A software tool that permits schools to test the functionality of various software products offered by School Pathways (except BrainHoney, BrainHoney Connect, BUZZ and BUZZ Connect) without affecting a school's active, production records and data. The Testing Sandbox includes a duplicate copy of the School Pathways software used in production and the school's records and data. It is housed in a separate location and is updated every Sunday morning. Upon request, the Testing Sandbox can also be reloaded from production at other times. No changes made to a school's records or data in the Testing Sandbox will affect actual production records.

ZENLIVE Bridge: ZENLIVE provides a platform for dynamic teaching sessions using both video and live presentation features, including a whiteboard tool, mathematical symbols and graphs, drawing tools, etc. School Pathways has integrated with ZENLIVE supporting automatic tracking of time in student engagement, subject/topic of a session, Teacher/Tutor/Instructor identification, ability to calendar sessions, etc., directly within ELSIS. School Pathways supports single-sign-on linkage to ZENLIVE.

SERVICES:

Service Package 1: Any of the following: Basic school setup, including school calendars, learning period dates, reporting periods, bell periods, report card templates, transcript settings and staff setup. Security permissions support. Consulting on Independent Study procedures including classes, master agreements, assignment and work records, work summary reports, learning logs and tracking attendance using the automated processes in the SIS. Review of processes to assure compliance with school board policy.

Service Package 2: All the services provided in Service Package 1, plus building any reports needed by School using Create-a-Report.

Service Package 3: Course catalog yearly updates and maintenance. Student class & enrollment support. Attendance support.

Service Package 4 (CALPADS Support 1): Provide Recipient assistance and training with any or all of the following as requested:

SSID enrollment

Fall 1 (enrollment, graduates, dropouts, English language acquisition statuses, eligible immigrant counts, unduplicated disadvantaged student counts including FRPM, homeless, foster youth)

CBEDS/ORA (classified staff)

Fall 2 (student course enrollment, English learner education services, staff job classifications, staff assignments)

EOY 1 (course section completion, career technical education concentrators and completers, CTE non-concentrators participants)

EOY 2 (program participants, homeless)

EOY 3 (cumulative enrollment, discipline, student absenteeism)

Ongoing data reconciliation

Service Package 5 (CALPADS Support 2): Complete for Recipient all of the items listed under Service Package 4 above except CBEDS/ORA.

Initials:

JK

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General Terms and Conditions

1. The following provisions shall apply to the access agreement to which these General Terms and Conditions are attached and incorporated (the Access Agreement) unless otherwise provided in the Access Agreement or any attached supplements or addenda. In the event of a conflict between these General Terms and Conditions, the Access Agreement and any attached supplements or addenda, the order of priority shall be the Access Agreement, the supplements and addenda, and the General Terms and Conditions. However, any later-executed addenda or supplements shall take priority over any of the foregoing.

2. Recipient is being granted access to the computer software products listed in the Access Agreement (the Software Products) either for its own benefit or for the benefit of School or Schools. As used in these terms and conditions, the term Recipient shall refer to both Recipient and, where applicable, either School or Schools. In addition, where applicable, Recipient shall include each of the Programs within a given school. Recipient is being granted access to the Software Products under this Access Agreement solely for use in its K through 12 education program, and such access is so limited. Any use of the Software Products beyond this limit is strictly prohibited.

3. Payment Terms:

A. In the event the Software Products include PLSIS, and this is Recipient's first such access, Recipient shall be charged a setup and training fee. The setup and training fee covers initial training of ten (10) hours on the use of PLSIS and importing Recipient's student information into PLSIS. Unless otherwise indicated in the Access Agreement, the setup and training fee shall be equal to the annual use fee for PLSIS based on Recipient's enrolled student count at the time the setup work is completed. Payment of that fee shall be due within thirty (30) days of completion of the setup. Because schools maintain student information in different formats, it is impossible to anticipate the amount of setup work that will be required. Therefore, the setup and training fee is premised on the student information being in a reasonably usable format. In the event Recipient's student information is not in a reasonably usable format, as determined by Provider, additional setup fees may be required. In such event, the amount of any additional fees shall be agreed upon by the parties before any setup work is completed. If the parties are not able to agree on such additional fees, the Access Agreement may be terminated immediately by either party.

B. The annual use fee for PLSIS may be charged in one, two or monthly installments, as specified in the Access Agreement. If the parties choose one installment, the entire fee for the school year (July 1 through June 30) shall be the annual use fee indicated in the Access Agreement for Recipient's Student Count (as defined below). That fee shall be invoiced on or about September 15 of the school year or the Effective Date, whichever is later (the First Installment Date), and shall be due and payable thirty (30) days after the First Installment Date. If the parties instead choose two installments, the first installment shall be equal to one-half of the indicated annual use fee for Recipient's Student Count and shall be due and payable within thirty (30) days of the First Installment Date. The second installment shall be equal to one-half of the annual use fee for Recipient's Student Count, shall be invoiced on the following March 15 or the Effective Date, whichever is later (the Second Installment Date), and shall be due and payable within thirty (30) days of that date. Finally, if the parties choose monthly installments, payments shall be invoiced following the last day of each calendar month falling between the Effective Date and the following June 30, and shall be due and payable within thirty

(30) days of the end of the month. Each installment shall be equal to the amount indicated in the Access Agreement for Recipient's Student Count divided by the total number of months in the term. In the event the Access Agreement is renewed for additional terms, the original payment scheme shall continue. However, the Effective Date for a term shall be July 1, the First Installment Date shall be September 15, and monthly installments shall run from July 1 through the following June 30.

C. The Student Count, as used in these terms and conditions, shall be Recipient's P2 count for the school year in question. That Student Count shall be used in determining the final fees due from Recipient for the use of PLSIS during the school year. However, because that P2 count cannot be determined until late in the school year, a preliminary charge shall be imposed on Recipient based on Recipient's P2 count from the previous school year. In the event Recipient does not have a P2 count from the previous school year, the preliminary charge shall be based on Recipient's enrolled student count at the time the billing is done or, if Recipient has no enrolled students at that time, the minimum charge set forth in the Access Agreement shall be used. At the end of the school year, when the P2 count for the year has been determined, a final billing shall be imposed (or refund provided) to bring the billing for the year to the correct amount based on the Student Count.

D. The annual use fee for PLSIS Oversight may be charged in one, two or monthly installments, as described above. However, the applicable Student Count for billing purposes shall be the combined student counts of all of the schools or programs for which oversight authority is granted.

E. Unless otherwise specified in the Access Agreement, for all other products and services covered by this Access Agreement for which an annual use fee is charged, that fee shall be due and payable within thirty (30) days of the First Installment Date described above. If a setup fee is included, that fee shall be due and payable within thirty (30) days of completion of the setup.

F. In the event the Effective Date falls after the start of the school year (July 1), any annual fee imposed in the Access Agreement for the initial term shall be prorated according to the number of months, including partial months, in the term.

G. For all Software Products having a monthly use fee, that fee shall be invoiced following the end of the month for which it applies and shall be based on the applicable student count during that month (as described hereafter). Each such fee is due and payable within thirty (30) days of the end of the month for which it applies.

H. For PLS, ReportWriter and PLS Xpress, if included in the Software Products, the monthly fee shall be the greater of \$150 or an amount computed by multiplying the number of Recipient's students for whom that product was used by Recipient for one or more days during the month by the applicable per-student rate specified in the Access Agreement.

I. In the event the Software Products include the K12 Bridge, Recipient shall be entitled to use that bridge on a once-daily basis to import data to PLSIS from K12. For use of the K12 Bridge, Recipient shall be charged a monthly fee calculated by multiplying the per-student fee specified in the Access Agreement by the total number of students enrolled with Recipient for one or more days during the month.

J. In the event the Software Products include the Edgenuity Bridge or the Plato Bridge, Recipient shall be entitled to use such product on a once-daily basis to import data to PLSIS from Edgenuity or Plato, respectively. For use of either of the foregoing

bridges, Recipient shall be charged a monthly fee calculated by multiplying the per-student fee specified in the Access Agreement by the total number of students enrolled in the product for one or more days during the month.

K. In the event the Software Products include SPArchiving, Recipient shall be permitted to use SPArchiving for some or all of its enrolled students and to maintain Pupil-Generated Content (as defined below) of a given pupil in SPArchiving for up to three (3) years after the end of the school year during which the Pupil-Generated Content was archived. In consideration for the use of SPArchiving, Recipient shall pay Provider a monthly usage and storage fee calculated by multiplying the number of Recipient's currently enrolled students with archived documents by the per-student fee specified in the Access Agreement.

L. In the event the Software Products include RODECA, Recipient shall be charged a one-time setup fee of \$1,000 plus a monthly fee of \$100. In addition to the foregoing, Recipient may be subject to additional charges for any query submitted by Recipient on its PLSIS database that has such an adverse impact on any PLSIS server that such server must be restarted (erroneous query charge). This erroneous query charge shall be at the discretion of Provider but shall not exceed \$250 for any one erroneous query.

M. In the event the Software Products include RegOnline, Recipient shall be charged the per-student fee indicated in the Access Agreement for each student who enrolls with Recipient using that product during a given school year. Any student who enrolls with Recipient using RegOnline for more than one course during a given school year shall be treated as having enrolled only once for purposes of the applicable fee. Recipient shall be invoiced monthly based on the number of students who, for the first time in the school year, enrolled with Recipient using RegOnline during the month.

N. In the event the Software Products include Agilix BrainHoney, BrainHoney Connect, Agilix BUZZ, or BUZZ Connect, Recipient shall be charged monthly fees calculated by multiplying the number of Recipient's students who were enrolled in one or more Agilix BrainHoney or Agilix BUZZ courses at any time during the month by the applicable per-student rate. For Agilix BrainHoney and Agilix BUZZ, the indicated fee is merely collected by Provider and passed on to Agilix Labs, Inc.

O. For any partial month during which the Access Agreement is in effect, either at the beginning of the term or in the event of early termination as specified below, Recipient shall be charged a proportion of any applicable monthly fee based on the number of days of the month the agreement was in effect.

P. All fees invoiced under the Access Agreement that are not paid by Recipient within the time specified may be assessed interest, at the sole discretion of Provider, at the rate of twelve (12) percent per year from the date payment was due. If any invoiced fees are not paid by Recipient within sixty (60) days of when they were due, this alone shall constitute a material breach of the Access Agreement and shall entitle Provider to terminate the Access Agreement and seek all fees and other damages as permitted by law.

4. Termination

A. The Access Agreement is for a term of up to twelve (12) months and may include automatic renewal for additional terms of twelve (12) months. However, either party may terminate the Access Agreement, terminate access by a particular school or program under the Access Agreement, or terminate access to a particular software product or service

covered by the Access Agreement at any time and for any or no reason by giving the other party thirty (30) days written notice. In the event of such early termination, Provider shall be entitled to keep any applicable setup and training fees earned. In addition, any applicable use fees shall be prorated according to the number of months (including partial months) during which the Access Agreement, or portion thereof, was in force (including the 30-day notice period) and shall be due and payable immediately (or Recipient shall be entitled to immediate reimbursement of any overpayment).

5. School Pathways Proprietary Information:

A. Provider represents that it is the sole owner of the Software Products and has full right and authority to grant access to them to Recipient.

B. The Software Products are proprietary to Provider and, notwithstanding the Access Agreement, all rights to the Software Products remain with Provider. All common law and statutory rights in the Software Products and any updates thereof, including without limitation trade secrets, copyrights, patents, trademarks, trade names or service marks, shall remain the property of Provider. Neither Recipient nor any other party shall obtain any right, title or interest in the Software Products by virtue of the Access Agreement.

C. Recipient acknowledges that Provider has expended significant time and effort in creating the Software Products. Recipient further acknowledges that the unauthorized copying or use of the Software Products could be detrimental to Provider. Except as reasonably necessary for the ordinary use of the Software Products, Recipient agrees not to copy any of the computer software or other materials comprising the Software Products that are made available to Recipient in connection with the Access Agreement without the express written consent of Provider. Recipient shall use reasonable efforts to prevent its employees or other authorized users of the Software Products from copying or recreating the proprietary materials provided by Provider.

D. Except as expressly authorized by the Access Agreement or as reasonably necessary for the ordinary use of the Software Products by Recipient, Recipient's employees or other parties affiliated with Recipient, Recipient may not (a) incorporate or permit incorporation of any part of the Software Products into any other computer software or hardware product; (b) disassemble, decompile or otherwise reverse engineer the Software Products, or any part thereof, or related source code; or (c) use, copy, modify, sell, assign, convey, or transfer any of the Software Products, or otherwise permit any third party to do any of the foregoing.

E. Recipient shall allow access to the Software Products only to its employees and others as reasonably necessary in order for the Software Products to be used for their intended purposes by Recipient, Recipient's employees and any others affiliated with Recipient. Recipient shall use reasonable efforts to safeguard the Software Products from disclosure to or use by any others and shall be responsible for any misuse of Provider's proprietary materials by any of its employees or affiliated parties.

6. Training and Support:

A. During each term of the Access Agreement, Provider shall provide Recipient up to a maximum number of hours of training per software product, as specified in the Access Agreement. Such training shall be by remote desktop, at Recipient's site, or at some other location, at the sole discretion of Provider. The dates and times of such training shall

be by mutual agreement of the parties. In the event the Access Agreement provides for automatic renewal and the parties agree to extend it for additional terms, Provider shall provide additional training for each such term up to the amounts indicated in the agreement. However, if the Access Agreement includes ELSIS, Recipient shall be entitled to ten (10) hours of training during the first school year of use and four (4) hours of training every year thereafter.

B. Recipient may request additional training for any or all of the Software Products. However, such additional training shall be at the discretion of Provider and shall be subject to a fee of \$100 per hour per trainer. In the event the additional training is not by remote desktop or at Provider's facilities, the hourly fee shall apply to reasonable travel time to and from the training location, and Recipient shall be responsible for the trainers' reasonable travel expenses to and from the site.

C. While the Access Agreement is in effect, Provider shall provide all technical support reasonably necessary to correct any errors or omissions discovered in any of the Software Products. Provider shall also provide telephone and email advice, during the hours of 8:30 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding regular holidays, as reasonably necessary to facilitate Recipient's effective use of the Software Products. Additional telephone or email support may be provided, but shall be at the sole discretion of Provider. However, such advice and assistance shall be available only to those employees of Recipient who have participated in available training on the use of the particular software product.

D. From time to time, Recipient may find it necessary or desirable to seek the advice or assistance of Provider on how best to utilize the Software Products in complying with state reporting requirements or on how otherwise to meet the demands placed upon it by the government. Provider is not obligated by the Access Agreement to provide such advice or assistance. Nevertheless, in the event Provider chooses, in its sole discretion, to provide such advice or assistance at the request of Recipient, Provider does not warrant that the advice or assistance will be accurate or effective. Recipient agrees that Provider shall not be liable for any loss or other damage suffered by Recipient or any others as a result of any faulty advice or assistance given.

E. From time to time, Recipient may request changes or modifications to the Software Products that add, change or remove specific features. Recipient may also find that it has erroneously used the Software Products in a way that requires intervention by Provider to correct Recipient's error. If Provider agrees to make the requested modification or correction, a Statement of Work (SOW) shall be prepared and signed by the parties specifying the nature of the modification or correction and the estimated time required to complete the task. Unless otherwise specified in the SOW, Provider's employee time shall be billed to Recipient at a rate of \$150 per hour for computer programmers and \$100 per hour for all other staff. Also, unless otherwise specified in the SOW, Provider shall not be bound by the estimate of staff time indicated and Recipient shall be obligated to pay for any additional time required to complete the task.

F. Upgrades and corrections to the Software Products are being made by Provider on a continual basis. Recipient shall be given access to such product upgrades and corrections as they become available.

7. Representations and Warranties:

A. Provider warrants that the Software Products do not infringe on any copyright, trademark, patent or other proprietary rights of any third party. Provider agrees to indemnify, defend and hold harmless Recipient from any and all liabilities, losses and expenses associated with any claim or action by any third party asserting that any of the Software Products violates any proprietary rights, provided Recipient gives Provider prompt notice of such claim and permits Provider to defend the claim.

B. Each party warrants that it is authorized to enter into the Access Agreement and that its performance thereof will not conflict with any other agreement.

C. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES PROVIDED BY PROVIDER. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE PRODUCTS. PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT OR DEFICIENCY IN THE SOFTWARE PRODUCTS, OR ANY MODIFICATION OR UPGRADE THEREOF, EXCEPT AS SPECIFIED HEREIN.

D. Except for the warranties contained in paragraph 7(A) above, Provider's liability for any breach of or failure to perform the Access Agreement shall be limited to the amount of fees paid by Recipient during the term of the Access Agreement in which such breach occurred. In no event shall Provider be liable for any damages or costs, including without limitation consequential damages, incurred as a result of loss of time, data, revenue or the use of computer hardware, software, or data beyond the amount of fees paid by Recipient during the given term.

8. Breach:

A. In the event of any material breach of the Access Agreement by either party, the other party shall have the option to terminate the Access Agreement immediately, by giving written notice to the breaching party, or to continue the Access Agreement in full force and effect. Such failure to declare a breach shall not be considered a waiver of the breach or any future breach. Under either option, the non-breaching party shall be entitled to all relief provided by law, including without limitation monetary damages, subject to the limitations specified herein.

B. Neither party has been informed of any special damages that may be incurred by the other party in the event of a breach of the Access Agreement.

C. In the event of a breach by either party, the other party shall use reasonable efforts to mitigate its damages. However, such efforts shall not limit or modify the rights of the non-breaching party under the Access Agreement.

D. Upon completion of the term of the Access Agreement, where the parties have not renewed for an additional term, or upon early termination, either voluntarily or due to breach, Recipient shall have no further right to use any of the Software Products.

9. Recipient Records:

A. Pursuant to the Children's Online Privacy and Protection Act, California AB 1584 (COPPA), and the Student Online Personal Information Protection Act, California SB 1177 (SOPIPA), any information directly related to a pupil of Recipient or acquired directly from such pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Recipient employee that is disclosed to Provider pursuant to this Access Agreement for the purpose of fulfilling Provider's obligations under this Access Agreement (Pupil Records) shall be the sole property of and under the control of Recipient, subject to the right of Provider to have access to such Pupil Records for the purpose of providing technical support to Recipient in connection with the Access Agreement. Provider agrees to maintain the confidentiality of such Pupil Records, except insofar as disclosure is required by a law enforcement agency as authorized by law or pursuant to an order of a court of competent jurisdiction. Provider agrees not to use Pupil Records for any purpose other than those required or permitted by the Access Agreement and specifically not to (1) use personally identifiable information in Pupil Records to engage in targeted advertising; (2) use personally identifiable information in Pupil Records to build a profile about a pupil except in furtherance of Recipient's K-12 purposes; or (3) sell Pupil Records except in connection with the purchase, merger, or other acquisition of Provider where the successor is held subject to these General Terms and Conditions. Provider shall immediately notify Recipient of any unauthorized disclosure of Pupil Records in order to permit Recipient a sufficient opportunity to notify the affected parents, guardians, or Eligible Pupils (as defined below).

B. Provider shall retain Pupil Records in its software databases for so long as the parties remain subject to this Access Agreement or a successor access agreement. However, subject to payment by Recipient of Provider's reasonable and necessary costs of doing so, Provider shall delete from its databases any Pupil Records specifically requested by Recipient to be deleted. At the termination of the Access Agreement, where the parties have not entered into a successor access agreement, Pupil Records in the possession of Provider shall be returned to Recipient and/or destroyed. Within thirty (30) days following termination of the Access Agreement, Recipient shall be provided a copy of all its Pupil Records in an electronic format. However, no such records shall be provided to Recipient unless and until all outstanding fees under the Access Agreement are paid. Following this thirty (30) day period, whether or not all fees are paid and whether or not a copy has been provided to Recipient, all Pupil Records in the possession of Provider shall be deleted. However, Provider shall comply with all known litigation holds or court orders to preserve Pupil Records.

C. In addition to Provider's other obligations and restrictions herein, pursuant to the federal Family Educational Rights Privacy Act, 20 U.S.C. 1232g et seq. (FERPA), any Pupil Records disclosed to Provider pursuant to the Access Agreement shall be used solely for the stated purpose of the disclosure to fulfill obligations under the Access Agreement and shall not be re-disclosed to any other party without the prior written consent of the student's parent or guardian (or of the student if he or she is age 18 or older (Eligible Pupil)), except where such re-disclosure is to a third party with whom Recipient has entered into an agreement permitting such re-disclosure or such re-disclosure is provided for in the Access Agreement. Provider shall (i) maintain effective information security policies and procedures to protect against the unauthorized access, disclosure or use of Pupil Records; (ii) authorize only those of its employees who are directly involved in the performance of the Access Agreement to have access to the Pupil Records and solely on a "need to know" basis; and (iii) alert Recipient of any breach in its security policies and procedures and allow Recipient an opportunity to investigate its procedures in the event of any such breach.

D. In addition to Provider's other obligations and restrictions herein, pursuant to COPPA, all materials created by a pupil, including essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content (Pupil-Generated Content), shall be accessible by Recipient upon request by a pupil for transfer to a personal account of the pupil to be established by Recipient. Any parent, legal guardian or Eligible Pupil authorized by Recipient to view and correct a particular pupil's records shall have access to personally identifiable information in those records maintained by Provider pursuant to the Access Agreement by way of the Portal portion of PLSIS.

E. In order to maintain the security and confidentiality of Pupil Records, pursuant to COPPA, Provider shall require all employees to sign privacy guidelines that restrict the use and disclosure of Pupil Records to purposes consistent with the Access Agreement. In addition, Provider shall require password-protected access to Pupil Records in its databases, permit Recipient to use encrypted passwords, utilize firewall protection against unauthorized access, and conduct real-time monitoring of system performance, behavior and load to detect unauthorized access. Provider shall designate and train one or more employees to monitor each of the foregoing.

F. As described above, if the Access Agreement includes SPArchiving, Provider shall maintain Pupil-Generated Content of Recipient for up to three (3) years after the end of the school year during which such content was archived, as required by California Code of Regulations, Title 5, Section 16026. At the completion of that period, such Pupil-Generated Content shall be deleted from Provider's databases. If Recipient has paid all fees then due under the Access Agreement, Recipient shall be provided an opportunity to receive a copy of such Pupil-Generated Content before it is deleted.

G. Consistent with the foregoing provisions and with COPPA, Provider certifies that no Pupil Records or Pupil-Generated Content will be retained by Provider beyond the periods provided in the Access Agreement.

10. General Terms:

A. Except as specified below, neither party to the Access Agreement may assign any of its rights or delegate any of its duties under the Access Agreement without the prior written consent of the other party, which consent may not be withheld unreasonably. Any attempted assignment or delegation without the prior written consent of the other party shall be voidable at the option of the other party and shall entitle that party to terminate the Access Agreement.

B. Any amendment or modification of the Access Agreement must be in writing signed by the authorized representatives of each party.

C. If any court or arbitrator of competent jurisdiction holds any provision of the Access Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

D. Time is of the essence in respect to all provisions of the Access Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period allowed in the Access Agreement.

E. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the Access Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

F. The Access Agreement has been executed within the State of California, and all rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Venue for any legal action to enforce the terms of the Access Agreement shall be in the state and federal courts of California.

G. In the event of a legal action, either in a court of law or by arbitration, for the enforcement of the provisions of the Access Agreement, the prevailing party shall be entitled to its costs of suit or arbitration, including reasonable attorney fees.

H. The Access Agreement, including all exhibits and attachments thereto, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties and supersedes all prior or contemporaneous understandings or agreements between the parties. Neither party has been induced to enter into the Access Agreement by, nor is any party relying on, any representation or warranty other than those expressly set forth in the Access Agreement.

I. The rights, duties and obligations of the parties and the provisions of the Access Agreement which by their nature are intended to survive the termination or expiration of the Access Agreement shall survive and continue as valid and enforceable rights, duties and obligations.

J. The terms and conditions of the Access Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, representatives, successors and assigns.

Initials

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Agenda Item 2.

BUSINESS AND FINANCE

Subject:

2.5 Consideration of Contract with School Pathways for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

School Pathways is the student information system (SIS) we use of our database. The database keeps all employee and student records and school information is uploaded into the State database, CalPads.

Fiscal Implications:

\$3,500/year - annual use fee (PLSIS)

\$3.00/student/month - monthly fee (PLS)

\$350/year - annual maintenance fee (Follett)

Contact Person/s: Shari Lovett



Access Agreement 2017-2018

School Pathways, LLC (Provider) hereby grants access to the following computer software products to Northern United Charter Schools (Recipient) for the benefit of Northern United - Siskiyou Charter School (School) under the terms and conditions specified herein. In consideration for such access, Recipient agrees on behalf of itself and School to pay the fees specified below and to comply with such terms and conditions. (A description of the computer software products may be found in the attached Description of Products and Services.)

Products	Training	Auto Renew	Fees
PLSIS	10 hours	Yes	One-Time Setup Fee: \$3,500 Annual Use Fee (two installments): * 0-50 students: \$2,500 51-499 students: \$3,500 500-999 students: \$5,000 1000-1499 students: \$6,000 1500-1999 students: \$6,700
PLS	4 hours	Yes	Monthly Fees: ** 0-50 students: \$150 51-499 students: \$3.00 / student 500-999 students: \$2.90 / student 1000-1499 students: \$2.80 / student 1500+ students: \$2.70 / student
SPArchiving	2 hours	Yes	\$0.50 / student / month
Follatt Bridge		Yes	One Time Setup Fee: \$250 Annual Maintenance Fee (one installment): \$350 *

* Annual Fees waived for initial term ending June 30, 2018.
 **School and its sister school, Northern United - Humboldt Charter School, shall be billed for the PLS based upon the combined student counts in both schools.

This Access Agreement shall be effective from the last date signed by the parties below (the Effective Date) through June 30, 2018. If "Auto Renew" is marked "yes" above, the Access Agreement shall automatically be renewed for successive periods of twelve (12) months, from July 1 through the following June 30, unless either party notifies the other in writing prior to the end of a given term of its desire not to renew.

As part of the Access Agreement, and at no additional cost, School shall be entitled to training in the use of the selected product for up to the amounts of time specified above. Because all annual use fees are being waived for the initial term of this Access Agreement, all training received by School during the initial term shall count toward Provider's training obligations for the next school year.

This Access Agreement is subject to all the terms and conditions specified in the General Terms and Conditions, a copy of which is attached hereto and incorporated herein as part of this Access Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement on the dates indicated below.

Northern United Charter Schools
 By: *Maiah*
 Title: Director
 Date: 4/9/18

School Pathways, LLC
 By: *Lisa*
 Title: Comptroller
 Date: 4-16-2018

DESCRIPTION OF PRODUCTS AND SERVICES

PRODUCTS:

ACTS Bridge: A software tool that provides class, student, and staff demographics to ACTS (Audit Compliance Tracking System) on a daily basis.

Barcode Attendance: A hosted, internet-based product that integrates with PLSIS to provide near real-time access to scanned attendance information, although teachers must still approve attendance through the "claiming" process. Using either Windows or Mac computer hardware and widely available barcode scanners, School Pathways database software, and a third-party card printer, the entire system is keyed off of barcodes on generated ID cards and/or barcode stickers.

Blackboard Alert Bridge: A data export tool designed to interoperate with the Blackboard Alert contact tool. This bridge provides student demographic data to the Blackboard Alert system in order for the school to use the contact methods available within the Blackboard Alert system. This is a straightforward, fully-automatic push bridge. The school need only provide the server connection information provided by Blackboard Alert and the bridge will automatically push student data on a daily basis.

Blackboard Connect Bridge: A data export tool designed to interoperate with the Blackboard Connect contact tool. This bridge provides student demographic data to the Blackboard Connect system so that the school can use the many contact methods available within the Blackboard Connect system. This is a straightforward, fully-automatic push bridge. The school need only provide the server connection information provided by Blackboard Connect and the bridge will automatically push student data on a daily basis.

BrainHoney Connect: A software product developed by School Pathways that permits near real-time integration between PLSIS and Agilix BrainHoney. Teachers can create courses or adjust vendor courses in Agilix BrainHoney. Using BrainHoney Connect, school representatives can enroll students into Agilix BrainHoney courses through PLSIS and obtain seamless tracking of course completion, grades received, and credits earned. (BrainHoney Connect licensees must have a direct license for Agilix BrainHoney, either through School Pathways, Agilix or another Agilix reseller.)

BUZZ Connect: A software product developed by School Pathways that permits near real-time integration between PLSIS and Agilix BUZZ. Teachers can create courses or adjust vendor courses in Agilix BUZZ. Using BUZZ Connect, school representatives can enroll students into Agilix BUZZ courses through PLSIS and obtain seamless tracking of course completion, grades received, and credits earned. (BUZZ Connect licensees must have a direct license for Agilix BUZZ, either through School Pathways, Agilix or another Agilix reseller.)

Canvas Bridge: A software tool that automatically exports courses, sections, enrollments and users to Canvas on a daily basis. A link is provided to Canvas on the Staff Dashboard and the Student Portal.

CatapultEMS Export Bridge: A nightly automatic export that sends student, staff, and student to staff period data to the CatapultEMS system.

Clever Bridge: A software tool that provides student demographic data to Clever on a daily basis in accordance with Clever's schema so that Clever can integrate with other product APIs.

CMS (Classroom Management System for Independent Study): That portion of PLSIS that provides functions similar to ReportWriter, including rosters, attendance, grade books, master agreements, curriculum pacing guides from over 6000 curriculum options, customized master curricula, assignment and work records, work summary reports, progress reports and report cards.

Compass Learning Path Blazer (K-6) Bridge: A software tool that provides student demographics and account information to Compass Learning via an automated nightly export.

Data Director Bridge: A software product that permits the creation of extracts from PLSIS to be used for direct import into Data Director. Extract files can either be downloaded from PLSIS and manually uploaded to Data Director or automatically bridged in a nightly process without user action. The permissible extract files are: student demographic information, student class and schedule, staff demographic data and course catalog information.

DataWise Bridge: A data export tool designed to interact with the DataWise system, which includes teacher data, student data and class schedule data within the school. The bridge provides the information needed to automatically set up DataWise accounts as staff are employed or students are enrolled. Although this is an export-only bridge, use of the extracts provided by School Pathways with DataWise data import tools and the Windows "wget" tool supports the creation of a fully automated, periodic export/import bridge. It is recommended that the school have a Windows-knowledgeable consultant available who can coordinate with DataWise representatives for a one-time setup event.

Edge Curriculum Bridge: This PLSIS, export-only tool is used to send enrollment data to Edge via SFTP once the Edge curriculum is attached to a PLS class. It allows for the rostering of students and teachers.

Edgenuity Bridge: A software product that converts class registrations, attendance and progress data tracked for a given school by Edgenuity, Inc. into a format compatible with PLSIS and then loads that data into PLSIS for use by the school. The Edgenuity Bridge consists of four separate bridges: (1) the Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

Edgenuity My Path (7-12) Bridge: One way export of basic student information from PLSIS to Edgenuity to set up account information. Automatic nightly upload.

EtTu Create Bridge: CTE Learning powered by EtTu Create delivers STEM and Career Courses. A SSO link will be provided via the Student Portal to access courses. No assignment detail will return to the PLSIS.

Follett Destiny Bridge: A data export tool designed to interact with the Follett Destiny library system, which includes a definition of roles for both staff and students within the school. Because the closeout process in Follett cannot complete until materials are returned or paid for, student/staff exits cannot be synchronized and account records must be closed manually in Follett. Whether this bridge is run onsite at the school or via Follett's hosted model, the bridge provides the information needed to automatically set up Follett accounts as staff are employed or students are enrolled. Although this is an export-only bridge, use of the extracts provided by School Pathways with Follett data import tools and the Windows "wget" tool supports the creation of a fully automated, periodic export/import bridge. It is recommended that the school have a Windows-knowledgeable consultant available who can coordinate with Follett representatives for a one-time setup event.

Google Apps Bridge: Export-only integration tool with Google Apps that assists schools with batch CSV export of student information from the PLSIS that can be loaded into Google. The CSV export contains the necessary information needed to create Gmail accounts for students within Google.

IlluminateEd Bridge: A software tool that creates customized files for automatic daily uploads to a secure file transfer protocol (sftp) site that must be provided by IlluminateEd.

iResult Bridge: iResult is a software platform that gathers data from divergent sources and puts them into tailored, graphic Dashboards. School Pathways supports a daily, automated data transfer from PLSIS to iResult.

iReady Bridge: An export-only bridging tool that works via batch export on a daily basis. Data is uploaded at 6 or 7 PM PST and is processed by iReady at approximately 9pm PST. This process can run at the district level or for a single scope.

K12 Bridge: A software product that converts student enrollment, attendance and progress data tracked for a given school by K12 Management, Inc. (K12) into a format compatible with PLSIS and then loads that data into PLSIS for use by the school. The K12 Bridge consists of four separate bridges: (1) the Enrollment and Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

K12 / Peak-FuelEd Bridge: A data integration product that transforms student enrollment, attendance and progress data from K12 Inc. (Peak's parent company, otherwise known as K12) systems for use in PLSIS by School Pathways client end-users. The Peak-FuelEd Bridge consists of four separate bridges: (1) the Enrollment and Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

Mastery Connect Bridge: A software tool that provides daily student demographics to Mastery Connect via a nightly operation.

Mealtime Bridge: A software product that creates customized files for import into the MealTime (tm) mPower software. The Mealtime Bridge exports student and, optionally, staff demographic information.

National Student Clearinghouse Bridge: A manual export tool that permits schools to transmit student demographic information (with a focus on graduating students) from PLSIS to National Student Clearinghouse.

NWEA Export Bridge: A software tool that exports basic student demographic data, including ethnicity and oversight teacher, to NWEA on a daily basis.

NWEA Import Bridge: A software tool that automatically imports NWEA MAPS student testing data on a daily basis.

OARS Bridge: A software tool that creates customized files for import to the OARS (Online Assessment Reporting System) software.

One Call Now Bridge: One Call Now™ is a software product for sending emails/calls/texts to families and staff in emergency situations. The One Call Now Bridge sends a nightly export of student, parent, and staff demographic information.

OPS Bridge: A software product that permits the creation of extracts from PLSIS of student enrollment, staff employment, and class registration for automatic background export to the OPS Online ordering system throughout the day. It also allows for cross-checking of student class

enrollments with OFS records to identify anomalies, permits viewing and verification of setup and configuration status of OPS exports, and, when properly configured, checks student budgets when class enrollments are being entered.

ParentSquare Bridge: ParentSquare is a collaborative platform for school-home communications to facilitate parental engagement in their children's education. It is designed for whole-school adoption and collaborative use by principals, administrators, teachers, staff, parent leaders, and parents at preK-12 schools. Users can share school, classroom, and group messages along with pictures, files, request volunteers, sign-ups for class supply lists, calendars, directory information, and more. The ParentSquare Bridge sends school and student information from PLSIS to ParentSquare on a daily basis.

Peak-FuelEd Bridge: A data integration product that transforms student enrollment, attendance and progress data from K12 Inc. (Peak's parent company, otherwise known as K12) systems for use in PLSIS by School Pathways client end-users. The Peak-FuelEd Bridge consists of four separate bridges: (1) the Enrollment and Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

Pearson EasyBridge: A nightly automatic export that sends student, class, staff extracts to the Pearson SFTP server. Link to Pearson sign-in page available on the PLSIS staff dashboard and student portal.

Plato Bridge: A software product that converts student enrollment, attendance and progress data tracked for a given school under Plato Courseware (a product of Edmentum, Inc.) into a format compatible with PLSIS and then loads that data into PLSIS for use by the school. The Plato Bridge consists of four separate bridges: (1) the Class Registration Bridge (Fall1); (2) the Courses Bridge (Fall2); (3) the Attendance Bridge; and (4) the Assignments Bridge.

PLSIS (Personalized Learning Student Information System): A tool for tracking student information, attendance, and progress in grades K through 12, including grade books and progress/report cards. PLSIS is an Internet web-based product and is designed to run on any computer utilizing a Microsoft Windows XP or Macintosh OSX 10.3 or newer operating system with the ability to connect to the Internet.

PLSIS Oversight: A tool for tracking and managing information from multiple schools connected to PLSIS. PLSIS Oversight permits the overseeing district or other entity to manage staff and student information, create reports, and jump into individual schools. It also unifies updates to student and staff records so that current information is propagated district-wide.

PLS: A software tool used primarily for generating monthly assignment and progress reports and tracking the progress and attendance of personalized learning students in grades K through 12. It is fully integrated with PLSIS, which sends all data for students (including classes, grades, and attendance generated in PLS) to CALPADS. PLS is a web-based product accessible from any browser. It produces master agreements, curriculum pacing guides from over 7000 curriculum options, customized master curricula, grade books, assignment and work records, work summary reports, progress reports and report cards. PLS can also link to online curricula through supported LMS providers and supports a student and parent/guardian portal where progress can be monitored and assignments accessed.

PLS Xpress: A software tool used primarily for generating monthly assignment and progress reports and tracking the progress of personalized learning students in grades K through 12. PLS Xpress is a web-based product accessible from any browser. PLS Xpress produces master agreements, curriculum pacing guides from over 7000 curriculum options, customized master curricula, grade books, assignment and work records, work summary reports, progress reports and report cards. PLS

Xpress can link to online curriculum through supported LMS providers. It also supports a student and parent/guardian portal where progress can be monitored and assignments accessed.

RegOnline: A software product that works with PLSIS to allow submission of paperless online applications and registrations for students and to allow schools to import such applications and registrations directly into PLSIS. REG-Online also permits schools to monitor registration activity and to communicate with students and their families via email.

Renaissance Learning Bridge: A software tool that provides student demographics to Renaissance Learning on a daily basis.

ReportWriter: A software tool used primarily for generating monthly assignment and progress reports and tracking the progress of independent learning students in grades K through 12. ReportWriter is not a web-based product. It is downloaded to a user's computer for use. It is designed to run on any computer utilizing a Microsoft Windows 98 or Macintosh OSX 10.3 or newer operating system with ability to connect to the internet. ReportWriter produces master agreements, curriculum pacing guides from over 6000 curriculum options, customized master curricula, grade books, assignment and work records, work summary reports, progress reports and report cards.

REST API: An implementation of Representational State Transfer (REST) that operates as a direct interface with the Object Relational Mapping used by School Pathways (STORM) and provides the following capabilities: creates new records from externally derived data; reads operations on a row-by-row basis, including range matches and partial searches; and updates or deletes existing records in the School Pathways databases. Business rules that may be embedded in STORM will apply to REST API. These rules can be customized but are not directly accessible or modifiable. While every effort is made to provide read/write access to a school's data, some tables are "code tables" necessary for operation of the system, and write access may be limited as appropriate. Where possible, the School Pathways databases are normalized to the 5th Normal form (5NF) and use surrogate (non-natural) keys.

RODBC (Open Database Connectivity): A software product that allows schools to import or export data from PLSIS to other database software packages.

Schoolology Bridge: A software tool that provides student demographics to Schoolology on a daily basis.

School Messenger Bridge: School Messenger™ is a software tool for sending emails/calls/texts to families in emergency situations. The School Messenger Bridge permits the creation of customized student demographic files for export from PLSIS to School Messenger™ on a nightly basis.

SPArchiving: A database storage and retrieval product that works with PLSIS to allow users to store student records electronically for later search and retrieval. SPArchiving also permits users to remove student files from active availability after they are no longer needed.

Testing Sandbox: A software tool that permits schools to test the functionality of various software products offered by School Pathways (except BrainHoney, BrainHoney Connect, BUZZ and BUZZ Connect) without affecting a school's active, production records and data. The Testing Sandbox includes a duplicate copy of the School Pathways software used in production and the school's records and data. It is housed in a separate location and is updated every Sunday morning. Upon request, the Testing Sandbox can also be reloaded from production at other times. No changes made to a school's records or data in the Testing Sandbox will affect actual production records.

ZENLIVE Bridge: ZENLIVE provides a platform for dynamic teaching sessions using both video and live presentation features, including a whiteboard tool, mathematical symbols and graphs, drawing tools, etc. School Pathways has integrated with ZENLIVE supporting automatic tracking of time in student engagement, subject/topic of a session, Teacher/Tutor/Instructor identification, ability to calendar sessions, etc., directly within PLSIS. School Pathways supports single-sign-on linkage to ZENLIVE.

SERVICES:

Service Package 1: Any of the following: Basic school setup, including school calendars, learning period dates, reporting periods, bell periods, report card templates, transcript settings and staff setup. Security permissions support. Consulting on Independent Study procedures including classes, master agreements, assignment and work records, work summary reports, learning logs and tracking attendance using the automated processes in the SIS. Review of processes to assure compliance with school board policy.

Service Package 2: All the services provided in Service Package 1, plus building any reports needed by School using Create-a-Report.

Service Package 3: Course catalog yearly updates and maintenance. Student class & enrollment support. Attendance support.

Service Package 4 (CALPADS Support 1): Provide Recipient assistance and training with any or all of the following as requested:

- SSID enrollment
- Fall 1 (enrollment, graduates, dropouts, English language acquisition statuses, eligible immigrant counts, unduplicated disadvantaged student counts including FRPM, homeless, foster youth)
- CEEDS/ORA (classified staff)
- Fall 2 (student course enrollment, English learner education services, staff job classifications, staff assignments)
- EOY 1 (course section completion, career technical education concentrators and completers, CTE non-concentrators participants)
- EOY 2 (program participants, homeless)
- EOY 3 (cumulative enrollment, discipline, student absenteeism)
- Ongoing data reconciliation

Service Package 5 (CALPADS Support 2): Complete for Recipient all of the items listed under Service Package 4 above except CEEDS/ORA.

Initials:

JK

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General Terms and Conditions

1. The following provisions shall apply to the access agreement to which these General Terms and Conditions are attached and incorporated (the Access Agreement) unless otherwise provided in the Access Agreement or any attached supplements or addenda. In the event of a conflict between these General Terms and Conditions, the Access Agreement and any attached supplements or addenda, the order of priority shall be the Access Agreement, the supplements and addenda, and the General Terms and Conditions. However, any later-executed addenda or supplements shall take priority over any of the foregoing.

2. Recipient is being granted access to the computer software products listed in the Access Agreement (the Software Products) either for its own benefit or for the benefit of School or Schools. As used in these terms and conditions, the term Recipient shall refer to both Recipient and, where applicable, either School or Schools. In addition, where applicable, Recipient shall include each of the Programs within a given school. Recipient is being granted access to the Software Products under this Access Agreement solely for use in its K through 12 education program, and such access is so limited. Any use of the Software Products beyond this limit is strictly prohibited.

3. Payment Terms:

A. In the event the Software Products include PLSIS, and this is Recipient's first such access, Recipient shall be charged a setup and training fee. The setup and training fee covers initial training of ten (10) hours on the use of PLSIS and importing Recipient's student information into PLSIS. Unless otherwise indicated in the Access Agreement, the setup and training fee shall be equal to the annual use fee for PLSIS based on Recipient's enrolled student count at the time the setup work is completed. Payment of that fee shall be due within thirty (30) days of completion of the setup. Because schools maintain student information in different formats, it is impossible to anticipate the amount of setup work that will be required. Therefore, the setup and training fee is premised on the student information being in a reasonably usable format. In the event Recipient's student information is not in a reasonably usable format, as determined by Provider, additional setup fees may be required. In such event, the amount of any additional fees shall be agreed upon by the parties before any setup work is completed. If the parties are not able to agree on such additional fees, the Access Agreement may be terminated immediately by either party.

B. The annual use fee for PLSIS may be charged in one, two or monthly installments, as specified in the Access Agreement. If the parties choose one installment, the entire fee for the school year (July 1 through June 30) shall be the annual use fee indicated in the Access Agreement for Recipient's Student Count (as defined below). That fee shall be invoiced on or about September 15 of the school year or the Effective Date, whichever is later (the First Installment Date), and shall be due and payable thirty (30) days after the First Installment Date. If the parties instead choose two installments, the first installment shall be equal to one-half of the indicated annual use fee for Recipient's Student Count and shall be due and payable within thirty (30) days of the First Installment Date. The second installment shall be equal to one-half of the annual use fee for Recipient's Student Count, shall be invoiced on the following March 15 or the Effective Date, whichever is later (the Second Installment Date), and shall be due and payable within thirty (30) days of that date. Finally, if the parties choose monthly installments, payments shall be invoiced following the last day of each calendar month falling between the Effective Date and the following June 30, and shall be due and payable within thirty

(30) days of the end of the month. Each installment shall be equal to the amount indicated in the Access Agreement for Recipient's Student Count divided by the total number of months in the term. In the event the Access Agreement is renewed for additional terms, the original payment scheme shall continue. However, the Effective Date for a term shall be July 1, the First Installment Date shall be September 15, and monthly installments shall run from July 1 through the following June 30.

C. The Student Count, as used in these terms and conditions, shall be Recipient's P2 count for the school year in question. That Student Count shall be used in determining the final fees due from Recipient for the use of PLSIS during the school year. However, because that P2 count cannot be determined until late in the school year, a preliminary charge shall be imposed on Recipient based on Recipient's P2 count from the previous school year. In the event Recipient does not have a P2 count from the previous school year, the preliminary charge shall be based on Recipient's enrolled student count at the time the billing is done or, if Recipient has no enrolled students at that time, the minimum charge set forth in the Access Agreement shall be used. At the end of the school year, when the P2 count for the year has been determined, a final billing shall be imposed (or refund provided) to bring the billing for the year to the correct amount based on the Student Count.

D. The annual use fee for PLSIS Oversight may be charged in one, two or monthly installments, as described above. However, the applicable Student Count for billing purposes shall be the combined student counts of all of the schools or programs for which oversight authority is granted.

E. Unless otherwise specified in the Access Agreement, for all other products and services covered by this Access Agreement for which an annual use fee is charged, that fee shall be due and payable within thirty (30) days of the First Installment Date described above. If a setup fee is included, that fee shall be due and payable within thirty (30) days of completion of the setup.

F. In the event the Effective Date falls after the start of the school year (July 1), any annual fee imposed in the Access Agreement for the initial term shall be prorated according to the number of months, including partial months, in the term.

G. For all Software Products having a monthly use fee, that fee shall be invoiced following the end of the month for which it applies and shall be based on the applicable student count during that month (as described hereafter). Each such fee is due and payable within thirty (30) days of the end of the month for which it applies.

H. For PLS, ReportWriter and PLS Xpress, if included in the Software Products, the monthly fee shall be the greater of \$150 or an amount computed by multiplying the number of Recipient's students for whom that product was used by Recipient for one or more days during the month by the applicable per-student rate specified in the Access Agreement.

I. In the event the Software Products include the K12 Bridge, Recipient shall be entitled to use that bridge on a once-daily basis to import data to PLSIS from K12. For use of the K12 Bridge, Recipient shall be charged a monthly fee calculated by multiplying the per-student fee specified in the Access Agreement by the total number of students enrolled with Recipient for one or more days during the month.

J. In the event the Software Products include the Edgenuity Bridge or the Plato Bridge, Recipient shall be entitled to use such product on a once-daily basis to import data to PLSIS from Edgenuity or Plato, respectively. For use of either of the foregoing

bridges, Recipient shall be charged a monthly fee calculated by multiplying the per-student fee specified in the Access Agreement by the total number of students enrolled in the product for one or more days during the month.

K. In the event the Software Products include SPArchiving, Recipient shall be permitted to use SPArchiving for some or all of its enrolled students and to maintain Pupil-Generated Content (as defined below) of a given pupil in SPArchiving for up to three (3) years after the end of the school year during which the Pupil-Generated Content was archived. In consideration for the use of SPArchiving, Recipient shall pay Provider a monthly usage and storage fee calculated by multiplying the number of Recipient's currently enrolled students with archived documents by the per-student fee specified in the Access Agreement.

L. In the event the Software Products include RODBCA, Recipient shall be charged a one-time setup fee of \$1,000 plus a monthly fee of \$100. In addition to the foregoing, Recipient may be subject to additional charges for any query submitted by Recipient on its PLSIS database that has such an adverse impact on any PLSIS server that such server must be restarted (erroneous query charge). This erroneous query charge shall be at the discretion of Provider but shall not exceed \$250 for any one erroneous query.

M. In the event the Software Products include RegOnline, Recipient shall be charged the per-student fee indicated in the Access Agreement for each student who enrolls with Recipient using that product during a given school year. Any student who enrolls with Recipient using RegOnline for more than one course during a given school year shall be treated as having enrolled only once for purposes of the applicable fee. Recipient shall be invoiced monthly based on the number of students who, for the first time in the school year, enrolled with Recipient using RegOnline during the month.

N. In the event the Software Products include Agilix BrainHoney, BrainHoney Connect, Agilix BUZZ, or BUZZ Connect, Recipient shall be charged monthly fees calculated by multiplying the number of Recipient's students who were enrolled in one or more Agilix BrainHoney or Agilix BUZZ courses at any time during the month by the applicable per-student rate. For Agilix BrainHoney and Agilix BUZZ, the indicated fee is merely collected by Provider and passed on to Agilix Labs, Inc.

O. For any partial month during which the Access Agreement is in effect, either at the beginning of the term or in the event of early termination as specified below, Recipient shall be charged a proportion of any applicable monthly fee based on the number of days of the month the agreement was in effect.

P. All fees invoiced under the Access Agreement that are not paid by Recipient within the time specified may be assessed interest, at the sole discretion of Provider, at the rate of twelve (12) percent per year from the date payment was due. If any invoiced fees are not paid by Recipient within sixty (60) days of when they were due, this alone shall constitute a material breach of the Access Agreement and shall entitle Provider to terminate the Access Agreement and seek all fees and other damages as permitted by law.

4. Termination

A. The Access Agreement is for a term of up to twelve (12) months and may include automatic renewal for additional terms of twelve (12) months. However, either party may terminate the Access Agreement, terminate access by a particular school or program under the Access Agreement, or terminate access to a particular software product or service

covered by the Access Agreement at any time and for any or no reason by giving the other party thirty (30) days written notice. In the event of such early termination, Provider shall be entitled to keep any applicable setup and training fees earned. In addition, any applicable use fees shall be prorated according to the number of months (including partial months) during which the Access Agreement, or portion thereof, was in force (including the 30-day notice period) and shall be due and payable immediately (or Recipient shall be entitled to immediate reimbursement of any overpayment).

5. School Pathways Proprietary Information:

A. Provider represents that it is the sole owner of the Software Products and has full right and authority to grant access to them to Recipient.

B. The Software Products are proprietary to Provider and, notwithstanding the Access Agreement, all rights to the Software Products remain with Provider. All common law and statutory rights in the Software Products and any updates thereof, including without limitation trade secrets, copyrights, patents, trademarks, trade names or service marks, shall remain the property of Provider. Neither Recipient nor any other party shall obtain any right, title or interest in the Software Products by virtue of the Access Agreement.

C. Recipient acknowledges that Provider has expended significant time and effort in creating the Software Products. Recipient further acknowledges that the unauthorized copying or use of the Software Products could be detrimental to Provider. Except as reasonably necessary for the ordinary use of the Software Products, Recipient agrees not to copy any of the computer software or other materials comprising the Software Products that are made available to Recipient in connection with the Access Agreement without the express written consent of Provider. Recipient shall use reasonable efforts to prevent its employees or other authorized users of the Software Products from copying or recreating the proprietary materials provided by Provider.

D. Except as expressly authorized by the Access Agreement or as reasonably necessary for the ordinary use of the Software Products by Recipient, Recipient's employees or other parties affiliated with Recipient, Recipient may not (a) incorporate or permit incorporation of any part of the Software Products into any other computer software or hardware product; (b) disassemble, decompile or otherwise reverse engineer the Software Products, or any part thereof, or related source code; or (c) use, copy, modify, sell, assign, convey, or transfer any of the Software Products, or otherwise permit any third party to do any of the foregoing.

E. Recipient shall allow access to the Software Products only to its employees and others as reasonably necessary in order for the Software Products to be used for their intended purposes by Recipient, Recipient's employees and any others affiliated with Recipient. Recipient shall use reasonable efforts to safeguard the Software Products from disclosure to or use by any others and shall be responsible for any misuse of Provider's proprietary materials by any of its employees or affiliated parties.

6. Training and Support:

A. During each term of the Access Agreement, Provider shall provide Recipient up to a maximum number of hours of training per software product, as specified in the Access Agreement. Such training shall be by remote desktop, at Recipient's site, or at some other location, at the sole discretion of Provider. The dates and times of such training shall

be by mutual agreement of the parties. In the event the Access Agreement provides for automatic renewal and the parties agree to extend it for additional terms, Provider shall provide additional training for each such term up to the amounts indicated in the agreement. However, if the Access Agreement includes ELSIS, Recipient shall be entitled to ten (10) hours of training during the first school year of use and four (4) hours of training every year thereafter.

B. Recipient may request additional training for any or all of the Software Products. However, such additional training shall be at the discretion of Provider and shall be subject to a fee of \$100 per hour per trainer. In the event the additional training is not by remote desktop or at Provider's facilities, the hourly fee shall apply to reasonable travel time to and from the training location, and Recipient shall be responsible for the trainers' reasonable travel expenses to and from the site.

C. While the Access Agreement is in effect, Provider shall provide all technical support reasonably necessary to correct any errors or omissions discovered in any of the Software Products. Provider shall also provide telephone and email advice, during the hours of 8:30 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding regular holidays, as reasonably necessary to facilitate Recipient's effective use of the Software Products. Additional telephone or email support may be provided, but shall be at the sole discretion of Provider. However, such advice and assistance shall be available only to those employees of Recipient who have participated in available training on the use of the particular software product.

D. From time to time, Recipient may find it necessary or desirable to seek the advice or assistance of Provider on how best to utilize the Software Products in complying with state reporting requirements or on how otherwise to meet the demands placed upon it by the government. Provider is not obligated by the Access Agreement to provide such advice or assistance. Nevertheless, in the event Provider chooses, in its sole discretion, to provide such advice or assistance at the request of Recipient, Provider does not warrant that the advice or assistance will be accurate or effective. Recipient agrees that Provider shall not be liable for any loss or other damage suffered by Recipient or any others as a result of any faulty advice or assistance given.

E. From time to time, Recipient may request changes or modifications to the Software Products that add, change or remove specific features. Recipient may also find that it has erroneously used the Software Products in a way that requires intervention by Provider to correct Recipient's error. If Provider agrees to make the requested modification or correction, a Statement of Work (SOW) shall be prepared and signed by the parties specifying the nature of the modification or correction and the estimated time required to complete the task. Unless otherwise specified in the SOW, Provider's employee time shall be billed to Recipient at a rate of \$150 per hour for computer programmers and \$100 per hour for all other staff. Also, unless otherwise specified in the SOW, Provider shall not be bound by the estimate of staff time indicated and Recipient shall be obligated to pay for any additional time required to complete the task.

F. Upgrades and corrections to the Software Products are being made by Provider on a continual basis. Recipient shall be given access to such product upgrades and corrections as they become available.

7. Representations and Warranties:

A. Provider warrants that the Software Products do not infringe on any copyright, trademark, patent or other proprietary rights of any third party. Provider agrees to indemnify, defend and hold harmless Recipient from any and all liabilities, losses and expenses associated with any claim or action by any third party asserting that any of the Software Products violates any proprietary rights, provided Recipient gives Provider prompt notice of such claim and permits Provider to defend the claim.

B. Each party warrants that it is authorized to enter into the Access Agreement and that its performance thereof will not conflict with any other agreement.

C. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES PROVIDED BY PROVIDER. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE PRODUCTS. PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT OR DEFICIENCY IN THE SOFTWARE PRODUCTS, OR ANY MODIFICATION OR UPGRADE THEREOF, EXCEPT AS SPECIFIED HEREIN.

D. Except for the warranties contained in paragraph 7(A) above, Provider's liability for any breach of or failure to perform the Access Agreement shall be limited to the amount of fees paid by Recipient during the term of the Access Agreement in which such breach occurred. In no event shall Provider be liable for any damages or costs, including without limitation consequential damages, incurred as a result of loss of time, data, revenue or the use of computer hardware, software, or data beyond the amount of fees paid by Recipient during the given term.

8. Breach:

A. In the event of any material breach of the Access Agreement by either party, the other party shall have the option to terminate the Access Agreement immediately, by giving written notice to the breaching party, or to continue the Access Agreement in full force and effect. Such failure to declare a breach shall not be considered a waiver of the breach or any future breach. Under either option, the non-breaching party shall be entitled to all relief provided by law, including without limitation monetary damages, subject to the limitations specified herein.

B. Neither party has been informed of any special damages that may be incurred by the other party in the event of a breach of the Access Agreement.

C. In the event of a breach by either party, the other party shall use reasonable efforts to mitigate its damages. However, such efforts shall not limit or modify the rights of the non-breaching party under the Access Agreement.

D. Upon completion of the term of the Access Agreement, where the parties have not renewed for an additional term, or upon early termination, either voluntarily or due to breach, Recipient shall have no further right to use any of the Software Products.

9. Recipient Records:

A. Pursuant to the Children's Online Privacy and Protection Act, California AB 1584 (COPPA), and the Student Online Personal Information Protection Act, California SB 1177 (SOPIPA), any information directly related to a pupil of Recipient or acquired directly from such pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Recipient employee that is disclosed to Provider pursuant to this Access Agreement for the purpose of fulfilling Provider's obligations under this Access Agreement (Pupil Records) shall be the sole property of and under the control of Recipient, subject to the right of Provider to have access to such Pupil Records for the purpose of providing technical support to Recipient in connection with the Access Agreement. Provider agrees to maintain the confidentiality of such Pupil Records, except insofar as disclosure is required by a law enforcement agency as authorized by law or pursuant to an order of a court of competent jurisdiction. Provider agrees not to use Pupil Records for any purpose other than those required or permitted by the Access Agreement and specifically not to (1) use personally identifiable information in Pupil Records to engage in targeted advertising; (2) use personally identifiable information in Pupil Records to build a profile about a pupil except in furtherance of Recipient's K-12 purposes; or (3) sell Pupil Records except in connection with the purchase, merger, or other acquisition of Provider where the successor is held subject to these General Terms and Conditions. Provider shall immediately notify Recipient of any unauthorized disclosure of Pupil Records in order to permit Recipient a sufficient opportunity to notify the affected parents, guardians, or Eligible Pupils (as defined below).

B. Provider shall retain Pupil Records in its software databases for so long as the parties remain subject to this Access Agreement or a successor access agreement. However, subject to payment by Recipient of Provider's reasonable and necessary costs of doing so, Provider shall delete from its databases any Pupil Records specifically requested by Recipient to be deleted. At the termination of the Access Agreement, where the parties have not entered into a successor access agreement, Pupil Records in the possession of Provider shall be returned to Recipient and/or destroyed. Within thirty (30) days following termination of the Access Agreement, Recipient shall be provided a copy of all its Pupil Records in an electronic format. However, no such records shall be provided to Recipient unless and until all outstanding fees under the Access Agreement are paid. Following this thirty (30) day period, whether or not all fees are paid and whether or not a copy has been provided to Recipient, all Pupil Records in the possession of Provider shall be deleted. However, Provider shall comply with all known litigation holds or court orders to preserve Pupil Records.

C. In addition to Provider's other obligations and restrictions herein, pursuant to the federal Family Educational Rights Privacy Act, 20 U.S.C. 1232g et seq. (FERPA), any Pupil Records disclosed to Provider pursuant to the Access Agreement shall be used solely for the stated purpose of the disclosure to the Access Agreement and shall not be re-disclosed to any other party without the prior written consent of the student's parent or guardian (or of the student if he or she is age 18 or older (Eligible Pupil)), except where such re-disclosure is to a third party with whom Recipient has entered into an agreement permitting such re-disclosure or such re-disclosure is provided for in the Access Agreement. Provider shall (i) maintain effective information security policies and procedures to protect against the unauthorized access, disclosure or use of Pupil Records; (ii) authorize only those of its employees who are directly involved in the performance of the Access Agreement to have access to the Pupil Records and solely on a "need to know" basis; and (iii) alert Recipient of any breach in its security policies and procedures and allow Recipient an opportunity to investigate its procedures in the event of any such breach.

D. In addition to Provider's other obligations and restrictions herein, pursuant to COPPA, all materials created by a pupil, including essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content (Pupil-Generated Content), shall be accessible by Recipient upon request by a pupil for transfer to a personal account of the pupil to be established by Recipient. Any parent, legal guardian or Eligible Pupil authorized by Recipient to view and correct a particular pupil's records shall have access to personally identifiable information in those records maintained by Provider pursuant to the Access Agreement by way of the Portal portion of FLSIS.

E. In order to maintain the security and confidentiality of Pupil Records, pursuant to COPPA, Provider shall require all employees to sign privacy guidelines that restrict the use and disclosure of Pupil Records to purposes consistent with the Access Agreement. In addition, Provider shall require password-protected access to Pupil Records in its databases, permit Recipient to use encrypted passwords, utilize firewall protection against unauthorized access, and conduct real-time monitoring of system performance, behavior and load to detect unauthorized access. Provider shall designate and train one or more employees to monitor each of the foregoing.

F. As described above, if the Access Agreement includes SPArchiving, Provider shall maintain Pupil-Generated Content of Recipient for up to three (3) years after the end of the school year during which such content was archived, as required by California Code of Regulations, Title 5, Section 16026. At the completion of that period, such Pupil-Generated Content shall be deleted from Provider's databases. If Recipient has paid all fees then due under the Access Agreement, Recipient shall be provided an opportunity to receive a copy of such Pupil-Generated Content before it is deleted.

G. Consistent with the foregoing provisions and with COPPA, Provider certifies that no Pupil Records or Pupil-Generated Content will be retained by Provider beyond the periods provided in the Access Agreement.

10. General Terms:

A. Except as specified below, neither party to the Access Agreement may assign any of its rights or delegate any of its duties under the Access Agreement without the prior written consent of the other party, which consent may not be withheld unreasonably. Any attempted assignment or delegation without the prior written consent of the other party shall be voidable at the option of the other party and shall entitle that party to terminate the Access Agreement.

B. Any amendment or modification of the Access Agreement must be in writing signed by the authorized representatives of each party.

C. If any court or arbitrator of competent jurisdiction holds any provision of the Access Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

D. Time is of the essence in respect to all provisions of the Access Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period allowed in the Access Agreement.

E. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the Access Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

F. The Access Agreement has been executed within the State of California, and all rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Venue for any legal action to enforce the terms of the Access Agreement shall be in the state and federal courts of California.

G. In the event of a legal action, either in a court of law or by arbitration, for the enforcement of the provisions of the Access Agreement, the prevailing party shall be entitled to its costs of suit or arbitration, including reasonable attorney fees.

H. The Access Agreement, including all exhibits and attachments thereto, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties and supersedes all prior or contemporaneous understandings or agreements between the parties. Neither party has been induced to enter into the Access Agreement by, nor is any party relying on, any representation or warranty other than those expressly set forth in the Access Agreement.

I. The rights, duties and obligations of the parties and the provisions of the Access Agreement which by their nature are intended to survive the termination or expiration of the Access Agreement shall survive and continue as valid and enforceable rights, duties and obligations.

J. The terms and conditions of the Access Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, representatives, successors and assigns.

Initials

SL

URS

Agenda Item 3.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

3.1 Approval of Warrants and Payroll for NU-Humboldt Charter School

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. See attached.

Fiscal Implications:

Warrants:

NU-Humboldt Charter School - \$56,197.78

Payroll:

NU-Humboldt Charter School - \$31,794.37

Contact Person/s: Shari Lovett, Tammy Picconi

APY500
 A/P APRIL 0907
 75 NORTHERN UNITED CHARTER

HUMBOLDT COUNTY OFFICE OF EDUCATION
 ACCOUNTS PAYABLE DISTRICT PRELIST
 ALL BATCH TYPES

#J8063 09/07/2018
 PAGE 1

BATCH: 0011 A/P APRIL << Held for Audit >> FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

													1099				
VENDOR NO	VENDOR REMIT NAME		TAX ID NO										AMOUNT	UT	UT OBJ RATE	USE TAX AMT	FLAG
REQ NO	REF NO	INV DATE	INV DESC	DTL# LN	Fu	Res	Y	Goal	Func	Obj	Sch Mgmt						
=====																	
030065-01	BEST WESTERN PLUS HUMBOLT BAY																
	PV-190074	08/20/18	M8082018	01		62-0000-0-1110-1000-5209-000-0000						191.84	N		0.00	N	
	PV-190075	08/05/18	6006637278589411	01		62-0000-0-1110-1000-5209-000-0000						191.84	N		0.00	N	
	TOTAL PAYMENT AMOUNT											383.68	*	0.00	*		
030060-01	CUDNEY, MARY																
	PV-190068	08/28/18	EMPLOYEE REIMB	01		62-0000-0-1193-8100-4374-000-0000						171.32	N		0.00	N	
	TOTAL PAYMENT AMOUNT											171.32	*	0.00	*		
030061-01	GREAT AMERICAN FINANCIAL SERV																
	PV-190069	07/31/18	A1176051000718	01		62-0000-0-1192-2700-5637-000-0000						440.08	N		0.00	N	
	PV-190069	07/31/18	A1176051000718	01		62-0000-0-1110-2700-5637-000-0000						440.08	N		0.00	N	
	TOTAL PAYMENT AMOUNT											880.16	*	0.00	*		
030021-01	HUMBOLDT HOUSE CLEANING																
	PV-190067	08/30/18	077661	01		62-0000-0-1193-8100-5800-000-0000						810.00	N		0.00	Y	
	TOTAL PAYMENT AMOUNT											810.00	*	0.00	*		
030063-01	LOVETT, SHARI																
	PV-190072	08/31/18	EMPLOYEE REIMB	01		62-0000-0-1192-2700-5201-000-0000						568.98	N		0.00	N	
	TOTAL PAYMENT AMOUNT											568.98	*	0.00	*		
030026-01	P G & E																
	PV-190071	08/15/18	5685337056-9	01		62-0000-0-1193-8100-5520-000-0000						841.83	N		0.00	N	
	TOTAL PAYMENT AMOUNT											841.83	*	0.00	*		
030064-01	RAY MORGAN COMPANY																
	PV-190073	08/20/18	2186387	01		62-0000-0-1192-2700-5637-000-0000						320.00	N		0.00	N	
	PV-190073	08/20/18	2186387	01		62-0000-0-1110-2700-5637-000-0000						117.18	N		0.00	N	
	TOTAL PAYMENT AMOUNT											437.18	*	0.00	*		

APY500
A/P APRIL 0907
75 NORTHERN UNITED CHARTER

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE DISTRICT PRELIST
ALL BATCH TYPES

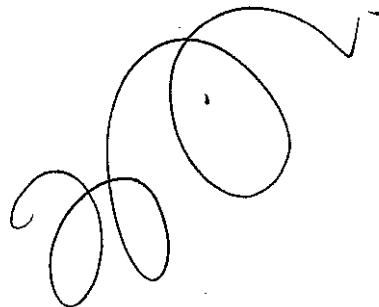
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BATCH: 0011 A/P APRIL

<< Held for Audit >>

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

VENDOR NO	VENDOR REMIT NAME	TAX ID NO																	1099														
REQ NO	REF NO	INV DATE	INV DESC	DTL#	LN	Fu	Res	Y	Goal	Func	Obj	Sch	Mgmt	AMOUNT	UT	UT	OBJ	RATE	USE	TAX	AMT	FLAG											
=====																																	
030037-01	THE ALICE TRAINING INSTITUTE																																
	PV-190070	09/07/18	Z4N6B734R79		01		62-0000-0-1192-2700-5207-000-0000							595.00	N					0.00	Y												
	TOTAL PAYMENT AMOUNT													595.00	*							0.00	*										
TOTAL FUND PAYMENT														4,688.15	**																0.00	**	
TOTAL BATCH PAYMENT														4,688.15	***																	0.00	***
TOTAL ACCOUNTS PAYABLE														4,688.15	****																	0.00	****



#J6379

08/31/2018

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE DISTRICT PRELIST
ALL BATCH TYPES

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Y500

RIL 8/31

NORTHERN UNITED CHARTER

BATCH: 0010 APRIL 8/31

<< Held for Audit >>

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

1099

ENDOR NO	VENDOR REMIT NAME	TAX ID NO	REQ NO	REF NO	INV DATE	INV DESC DTL# LN	Fu Res	Y Goal	Func Obj	Sch Mgmt	AMOUNT	UT	UT OBJ	RATE	USE TAX	AMT	FLAG
030057-01	CAMBOU, AMY										227.81	N				0.00	N
	PV-190064 08/30/18 EMPLOYEE REIMB	01				62-0000-0-1192-2700-5201-000-0000					227.81	*				0.00	*
						TOTAL PAYMENT AMOUNT											
030014-01	CRYSTAL SPRINGS WATER CO										40.00	N				0.00	N
	PV-190058 08/20/18 36814	01				62-0000-0-1193-8100-5531-000-0000					40.00	*				0.00	*
						TOTAL PAYMENT AMOUNT											
030058-01	HUMBOLDT BAY INN										575.52	N				0.00	N
	PV-190066 08/24/18 6006637413096470	01				62-0000-0-1110-2700-5209-000-0000					575.52	*				0.00	*
						TOTAL PAYMENT AMOUNT											
030026-01	P G & E										86.50	N				0.00	N
	PV-190059 08/22/18 23002688671	01				62-0000-0-1193-8100-5520-000-0000					86.50	*				0.00	*
						TOTAL PAYMENT AMOUNT											
030059-01	PITNEY BOWES PURCHASE POWER										500.00	N				0.00	N
	PV-190065 08/27/18 7162870	01				62-0000-0-1110-2700-5950-000-0000					500.00	*				0.00	*
						TOTAL PAYMENT AMOUNT											
030056-01	WALSH, VALERIE										769.54	N				0.00	N
	PV-190062 08/30/18 EMPLOYEE REIMB	01				62-0000-0-1192-2700-5201-000-0000					229.99	N				0.00	N
	PV-190063 07/31/18 EMPLOYEE REIMB	01				62-0000-0-1192-2700-5201-000-0000					999.53	*				0.00	*
						TOTAL PAYMENT AMOUNT											
	TOTAL FUND PAYMENT										2,429.36	**				0.00	**
	TOTAL BATCH PAYMENT										2,429.36	***				0.00	***
	TOTAL ACCOUNTS PAYABLE										2,429.36	****				0.00	****

HUMBOLDT COUNTY OFFICE OF EDUCATION
 ACCOUNTS PAYABLE DISTRICT PRELIST
 ALL BATCH TYPES

#J4717

08/24/2018

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PY500
 APRIL AP 0823
 '5 NORTHERN UNITED CHARTER

BATCH: 0009 APRIL AP 0823

<< Held for Audit >>

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

1099

VENDOR NO	VENDOR REMIT NAME	TAX ID NO	AMOUNT	UT	UT OBJ RATE	USE TAX AMT	FLAG	
REQ NO	REF NO	INV DATE	INV DESC DTL# LN	Fu Res	Y Goal Func Obj	Sch Mgmt		
030055-01	EUREKA DRIVING SCHOOL		319.00	N		0.00	Y	
	PV-190054 08/03/18 DRIVER ED BOONE	01	319.00	*		0.00	*	
			TOTAL PAYMENT AMOUNT					
030046-01	FRONTIER COMMUNICATIONS		510.70	N		0.00	N	
	PV-190056 08/15/18 7076293634	01	510.70	*		0.00	*	
			TOTAL PAYMENT AMOUNT					
030050-01	GRETA, REBECCA		35.00	N		0.00	N	
	PV-190055 08/20/18 EMPLOYEE REIMB	01	35.00	*		0.00	*	
			TOTAL PAYMENT AMOUNT					
030026-01	P G & E		841.83	N		0.00	N	
	PV-190057 08/15/18 56853370569	01	841.83	*		0.00	*	
			TOTAL PAYMENT AMOUNT					
	TOTAL FUND PAYMENT		1,706.53	**		0.00	**	
	TOTAL BATCH PAYMENT		1,706.53	***		0.00	***	
	TOTAL ACCOUNTS PAYABLE		1,706.53	****		0.00	****	

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE DISTRICT PRELIST
ALL BATCH TYPES

NY500
PRIL AP
5 NORTHERN UNITED CHARTER

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

<< Held for Audit >>

BATCH: 0008 AP APRIL 0821

1099

ENDOR NO	VENDOR REMIT NAME	TAX ID NO	REQ NO	REF NO	INV DATE	INV DESC	DTL#	LN	Fu	Res	Y	Goal	Func	Obj	Sch	Mgmt	AMOUNT	UT	UT	OBJ	RATE	USE	TAX	AMT	FLAG
130004-01	AMBROSINI, DENNIS	549779950																							
	PV-190043				08/21/18	SEPT RENT			01								2,500.00	N					0.00		Y
																	2,500.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								
030005-01	CAMPTON PLAZA																								
	PV-190039				08/21/18	SEPT RENT			01								4,838.00	N					0.00		Y
																	4,838.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								
030006-01	CUTTEN COMMUNITY CHURCH																								
	PV-190041				08/21/18	SEPT RENT			01								3,960.00	N					0.00		N
																	3,960.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								
030008-01	DAGGETT, PETER JAY	573920911																							
	PV-190044				08/21/18	SEPT RENT			01								3,500.00	N					0.00		Y
																	3,500.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								
030049-01	DAISY FRESH																								
	PV-190037				08/13/18	18747			01								125.00	N					0.00		Y
																	125.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								
030048-01	DEPARTMENT OF JUSTICE																								
	PV-190038				08/03/18	321597			01								800.00	N					0.00		N
																	800.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								
030007-01	HADLEY FAMILY TRUST	276259023																							
	PV-190045				08/21/18	SEPT RENT			01								400.00	N					0.00		Y
																	400.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								
030002-01	KATZ, DAVID	218569930																							
	PV-190046				08/21/18	SEPT RENT			01								950.00	N					0.00		Y
																	950.00	*					0.00		*
																	TOTAL PAYMENT AMOUNT								

HUMBOLDT COUNTY OFFICE OF EDUCATION
 ACCOUNTS PAYABLE DISTRICT PRELIST
 ALL BATCH TYPES

#J3853

08/21/2018

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PY500
 PRIL AP
 5 NORTHERN UNITED CHARTER

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

BATCH: 0008 AP APRIL 0821

<< Held for Audit >>

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VENDOR NO	VENDOR REMIT NAME	TAX ID NO	AMOUNT	UT	UT OBJ RATE	USE TAX AMT	FLAG
REQ NO	REF NO	INV DATE	INV DESC DTL# LN	Fu Res	Y Goal Func Obj Sch Mgmt		
030047-01	SPECK, LYNDA					0.00	N
	PV-190036	08/21/18	EMPLOYEE REIMB	01	62-6500-0-5770-1120-5201-000-0000	232.88	N
			TOTAL PAYMENT AMOUNT			232.88	*
030011-01	STUDIO 299-CENTER FOR THE ARTS	364592646				0.00	Y
	PV-190047	08/21/18	SEPT RENT	01	62-0000-0-1195-8700-5612-000-0000	1,000.00	N
			TOTAL PAYMENT AMOUNT			1,000.00	*
030012-01	YUROK TRIBE					0.00	N
	PV-190040	08/21/18	SEPT RENT	01	62-0000-0-1195-8700-5612-000-0000	3,500.00	N
	PV-190042	08/21/18	CAM FOR ELC	01	62-0000-0-1193-8100-5500-000-0000	400.00	N
			TOTAL PAYMENT AMOUNT			3,900.00	*
	TOTAL FUND PAYMENT					22,205.88	**
	TOTAL BATCH PAYMENT					22,205.88	***
	TOTAL ACCOUNTS PAYABLE					22,205.88	****

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 APRIL 8/17
 NORTHERN UNITED CHARTER

HUMBOLDT COUNTY OFFICE OF EDUCATION
 ACCOUNTS PAYABLE DISTRICT PRELIST
 ALL BATCH TYPES

#J3171 08/17/2018
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BATCH: 0007 APRIL A/P 8/17

<< Held for Audit >>

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

VENDOR NO	VENDOR REMIT NAME	TAX ID NO	LN	Fu	Res	Y	Goal	Func	Obj	Sch	Mgmt	AMOUNT	UT	UT OBJ	RATE	USE	TAX	AMT	FLAG	
30029-01	APLUS+	567845112																		1099
			01	62-0000-0-1192-2700-5300-000-0000								5,190.00	N							0.00 N
				TOTAL PAYMENT AMOUNT								5,190.00	*							0.00 *
130046-01	FRONTIER COMMUNICATIONS																			0.00 N
			01	62-0000-0-1110-2700-5922-000-0000								214.99	N							0.00 N
				TOTAL PAYMENT AMOUNT								214.99	*							0.00 *
030035-01	SCHOOL PATHWAYS LLC																			0.00 N
			01	62-0000-0-1110-1000-5800-000-0000								3,750.00	N							0.00 N
				TOTAL PAYMENT AMOUNT								3,750.00	*							0.00 *
	TOTAL FUND PAYMENT											9,154.99	**							0.00 **
	TOTAL BATCH PAYMENT											9,154.99	***							0.00 ***
	TOTAL ACCOUNTS PAYABLE											9,154.99	****							0.00 ****

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE DISTRICT PRELIST
ALL BATCH TYPES

PY500
JLY PRE-LISTS
5 NORTHERN UNITED CHARTER

<< Held for Audit >>

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

BATCH: 0006 APRIL 8/8

1099

VENDOR NO	VENDOR REMIT NAME	TAX ID NO	REQ NO	REF NO	INV DATE	INV DESC	DTL#	LN	Fu	Res	Y	Goal	Func	Obj	Sch	Mgmt	AMOUNT	UT	UT	OBJ	RATE	USE	TAX	AMT	FLAG
030040-01	AVID CENTER	330522594																							
	PV-190023				07/30/18				01				62-0000-0-1110-1000-5207-000-0000				5,009.00	N					0.00	N	
													TOTAL PAYMENT AMOUNT				5,009.00	*					0.00	*	
030006-01	CUTTEN COMMUNITY CHURCH																								
	PV-190024				08/08/18	JULY RENT			01				62-0000-0-1195-8700-5612-000-0000				3,960.00	N					0.00	N	
	PV-190025				08/08/18	AUGUST RENT			01				62-0000-0-1195-8700-5612-000-0000				3,960.00	N					0.00	N	
													TOTAL PAYMENT AMOUNT				7,920.00	*					0.00	*	
030045-01	FOLLETT SCHOOL SOLUTIONS																								
	PV-190032				07/27/18				01				62-0000-0-1110-1000-5800-000-0000				2,019.45	N					0.00	N	
													TOTAL PAYMENT AMOUNT				2,019.45	*					0.00	*	
030021-01	HUMBOLDT HOUSE CLEANING																								
	PV-190026				08/01/18	JULY CLEANING			01				62-0000-0-1193-8100-5800-000-0000				810.00	N					0.00	Y	
													TOTAL PAYMENT AMOUNT				810.00	*					0.00	*	
030041-01	NAKOA, MELISSA																								
	PV-190027				08/03/18	EMPLOYEE REIMB			01				62-0000-0-1192-2700-5861-000-0000				30.00	N					0.00	N	
													TOTAL PAYMENT AMOUNT				30.00	*					0.00	*	
030044-01	RECOLOGY HUMBOLDT COUNTY																								
	PV-190031				07/01/18				01				62-0000-0-1193-8100-5560-000-0000				104.78	N					0.00	N	
													TOTAL PAYMENT AMOUNT				104.78	*					0.00	*	
030043-01	SPECK, LYNDIA																								
	PV-190028				07/31/18	EMPLOYEE REIMB			01				62-0000-0-1192-2700-5201-000-0000				71.94	N					0.00	N	
	PV-190029				08/01/18	EMPLOYEE REIMB			01				62-0000-0-1110-2700-5831-000-0000				15.00	N					0.00	N	
													TOTAL PAYMENT AMOUNT				86.94	*					0.00	*	

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE DISTRICT PRELIST
ALL BATCH TYPES

PY500
JLY PRE-LISTS
5 NORTHERN UNITED CHARTER

BATCH: 0006 APRIL 8/8

<< Held for Audit >>

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

1099

VENDOR NO	VENDOR REMIT NAME	TAX ID NO	AMOUNT	UT	UT OBJ RATE	USE TAX AMT	FLAG
REQ NO	REF NO	INV DATE	INV DESC	DTL#	LN	Fu Res	Y Goal Func Obj Sch Mgmt
030042-01	WATERMAN, APRIL		32.70	N		0.00	N
PV-190030	07/31/18	EMPLOYEE REIMB	32.70	*		0.00	*
			TOTAL PAYMENT AMOUNT				
TOTAL FUND PAYMENT			16,012.87	**		0.00	**
TOTAL BATCH PAYMENT			16,012.87	***		0.00	***
TOTAL ACCOUNTS PAYABLE			16,012.87	****		0.00	****

HUMBOLDT COUNTY OFFICE OF EDUCATION
Employee Payroll Earnings Prelist

WUG PRELIST

75 Northern United Humboldt

Pay Cycle: 08 Cycle Type: R W-Date: 08/31/2018
Pay Cal: CEMEND, CLMEND

Fiscal Year: 2019

Payroll Totals - District 75
Total Employees Paid 17 First Time Paid Employees 7.0 B/O 0.0 REG 0.0 RET 0
Receiving Warrants 5 DNP Payout only 0 PERS P/U 0.0 REG 0.0 RET 0
EFT Payments 12 EFT/Prenote Restriction 0 Non-Mem 0.0 REG 0.0 RET 0
EFT/Prenote (Receiving Warrant) 1 0.0 ARS 0.0 REG 0.0 RET 0

Position	Longevity	Shift	Oth Base	Tot Base	Non-Base	GROSS
76,849.49	0.00	0.00	76,849.49	76,849.49	2,509.09	79,358.58

Totals By Pty

Code	Description	Amount
P	POSITION- MAGIC	0.00
PR	POSITION- RETRO	0.00
PZ	GENERATED ADJ 3	0.00
PV	GENERATED ADJ 6	0.00
OA	OTHER BASE ADJ	0.00
MD	MANUAL DOCK	0.00
CA	CASH INLIEU ADJ	0.00

Totals By Earn Type	Total Days	
ADD1	ADD EARN/PERS-STRS C	0.00
MAST	MASTER STIPEND	0.00
NMLF	FURLOUGH DAYS DOCK	0.00
STP3	STIPEND/PERS-NO/STRS	0.00
VACT	VACATION PAYOFF - TE	0.00

Employee Deductions	Total Days	
T403B	0.00 STRS GR	41,583.33
T457B	0.00 STRS	4,262.28
S125	0.00 PERS GR	35,266.16
NTX GR	0.00 PERS	2,468.64
NTX RET	6,730.92 ARS GR	0.00
FIT GR	72,627.66 SIT GR	72,627.66

Employer Costs	Amount
STRS	6,769.77
WC	0.00
SUI	0.00
PERS	6,369.77
PERS B/O	39.66
ARS	15,277.97
SUI GR	79,358.58
WC GR	79,358.58
FICA	0.00
MEDI	2,186.51
HSA	1,150.69
TOTAL	31,794.37

7/27/2018 10:18:16 AM

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Agenda Item 3.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

3.2 Approval of Warrants and Payroll for NU-Siskiyou Charter School

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. See attached.

Fiscal Implications:

Warrants:

NU-Siskiyou Charter School - \$23,665.52

Payroll:

NU-Siskiyou Charter School - \$4,176

Contact Person/s: Shari Lovett, Tammy Picconi, Kirk Miller

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 08/23/2018

APY250 H.02.09
 DISTRICT: 43 NORTHERN UNITED SISKIYOU
 BATCH: 0820 A/P APRIL
 FUND: 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	FUNC	SCH	LOCAL	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00547807	000002/	BOB STONE			62	-0000	-0	-5612	-1195	-8700	-000	-08024		SEPT RENT	2,850.00
														WARRANT TOTAL	\$2,850.00
00547808	000013/	PACIFIC POWER			62	-0000	-0	-5520	-1193	-8100	-000	-00000		ACCT 64034125-002-8	639.47
														WARRANT TOTAL	\$639.47
00547809	000001/	PETER J HUSMAN			62	-0000	-0	-5612	-1195	-8700	-000	-00000		SEPT RENT	1,494.00
					62	-0000	-0	-5500	-1193	-8100	-000	-00000		AUG & SEPT COMMON AREA MAINT	224.00
														WARRANT TOTAL	\$1,718.00
00547810	000008/	TODD WHIPPLE & STACY WHIPPLE			62	-0000	-0	-5612	-1195	-8700	-000	-00000		SEPT RENT	2,800.00
														WARRANT TOTAL	\$2,800.00
00547811	000003/	WENDY JAMES			62	-0000	-0	-5612	-1195	-8700	-000	-00000		SEPT RENT	2,400.00
														WARRANT TOTAL	\$2,400.00
*** FUND	TOTALS ***								TOTAL NUMBER OF WARRANTS:	5				TOTAL AMOUNT OF WARRANTS:	\$10,407.47*
*** BATCH	TOTALS ***								TOTAL NUMBER OF WARRANTS:	5				TOTAL AMOUNT OF WARRANTS:	\$10,407.47*
*** DISTRICT	TOTALS ***								TOTAL NUMBER OF WARRANTS:	5				TOTAL AMOUNT OF WARRANTS:	\$10,407.47*

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 08/28/2018

APY250 H.02.09

DISTRICT: 43 NORTHERN UNITED SISKIYOU
 BATCH: 0827 April A/P
 FUND: 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	LN	FD	RESC	Y	OBJT	GOAL	FUNC	SCH	LOCAL	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00548007	000021/	College of the Siskiyou		62	-0000-0-5612	-1195	-8700	-000	-000000			WARRANT TOTAL		Inv 195		190.00 \$190.00
00548008	000013/	PACIFIC POWER		62	-0000-0-5520	-1193	-8100	-000	-000000			WARRANT TOTAL		64034125-0010		139.78 \$139.78
00548009	000003/	WENDY JAMES		62	-0000-0-5520	-1193	-8100	-000	-000000			WARRANT TOTAL		75% use from 7/12-8/18/18.		51.18 \$51.18
00548010	000016/	YREKA TRANSFER LLC		62	-0000-0-5560	-1193	-8100	-000	-000000			WARRANT TOTAL		Inv # 416022		30.00
				62	-0000-0-5560	-1193	-8100	-000	-000000			WARRANT TOTAL		Inv # 417570		182.25 \$212.25
*** FUND	TOTALS ***											TOTAL NUMBER OF WARRANTS:				\$593.21*
*** BATCH	TOTALS ***											TOTAL NUMBER OF WARRANTS:				\$593.21*
*** DISTRICT	TOTALS ***											TOTAL NUMBER OF WARRANTS:				\$593.21*

APRIL A/P 0907 ACCOUNTS PAYABLE PRELIST << Held for Audit >>
 BATCH: 0907 April A/P
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

Vendor/Addr Remit name Description Tax ID num Deposit type ABA num Account num FD RESC Y OBJT GOAL FUNC SCH LOCAL TPMP S Liq Amt Net Amount

000004/00 CAL-ORE COMMUNICATIONS
 PV-190041 09/01/2018 Acct 0324005379 62-0000-0-5922-1110-2700-000-00000 NN COMMUNICATION - TELEPHONE SVCS 377.50 * 377.50

TOTAL PAYMENT AMOUNT 377.50

000020/00 N.C.S.M.I.G.
 PV-190035 08/20/2018 Insurance 62-0000-0-9514-0000-0000-000-00000 NN H & W PASS THROUGH 12,059.75 * 12,059.75

TOTAL PAYMENT AMOUNT 12,059.75

000023/00 Ray Morgan Company
 PV-190039 08/20/2018 2186384 62-0000-0-5623-1110-2700-000-00000 NN NORTH UNITED EQUIP RENT/LEASE 80.39 * 80.39

TOTAL PAYMENT AMOUNT 80.39

000014/00 SHASTA VALLEY PEST CONTROL
 PV-190036 08/27/2018 INV# 8/27/18-3 62-0000-0-5800-1193-8100-000-00000 NN PROFES'L/CONSULTG SVCS/OP EXP 40.00 * 40.00

TOTAL PAYMENT AMOUNT 40.00

000005/00 SISKIYOU TELEPHONE COMPANY
 PV-190040 09/01/2018 Acct 4000 Internet999-100-2605 62-0001-0-5922-1500-1000-000-00000 NN COMMUNICATION - TELEPHONE SVCS 49.95 * 49.95

TOTAL PAYMENT AMOUNT 49.95

000016/00 YREKA TRANSFER LLC
 PV-190037 08/18/2018 417570 62-0000-0-5560-1193-8100-000-00000 NN LAUNDRY/DRY CLEANING 27.25
 PV-190038 08/19/2018 416022 62-0000-0-5560-1193-8100-000-00000 NN LAUNDRY/DRY CLEANING 57.25 * 57.25

TOTAL PAYMENT AMOUNT 84.50

TOTAL FUND PAYMENT 12,664.84 **

TOTAL BATCH PAYMENT 12,664.84 *** 0.00

TOTAL PAYMENT AMOUNT 12,664.84

PAYROLL AUDIT PRELIST
 DISTRICT TOTALS

PAYNAME: DI4324

43 NORTHERN UNITED SISKIYOU
 FINAL PAYROLL PRELIST

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	3	GETTING PAID FIRST TIME	2
APD TO CU	0	TERMINATED GETTING PAID	0
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0
		GETTING PAID BALANCE OF CONTRACT	0

TOTAL GETTING PAID ----- 3

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	0.00	NML	0.00	NML	2,250.16	NML	2,250.16	NML	2,250.16
ADJ	0.00	ADJ	0.00	ADJ	-1,100.48	ADJ	-1,100.48	ADJ	-1,100.48
ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	1,149.68*	ADJ NML	1,149.68*	ADJ NML	1,149.68*
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*
TOTAL	0.00**	TOTAL	0.00**	TOTAL	1,149.68**	TOTAL	1,149.68**	TOTAL	1,149.68**

TOTAL NUMBER HOURS WORKED: 137.50

GROSS	FED IMP GROSS	NIX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
1,149.68	0.00	0.00	0.00	19.26	1,130.42	0.00	0.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
0.00	0.00	1,149.68	71.28	1,149.68	16.67	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	0.00	0.00	0.00	0.00	275.12	19.26	0.00
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	PERS (O)
1,042.47	0.00	1,100.48	0.00	0.00	0.00	0.00	0.00
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	1,130.42	0.00	0.00	0.00	19.26	0.00	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
0.00	0.00	275.12	275.12	0.00	0.00	0.00	0.00

Agenda Item 3.

CONSENT AGENDA

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Subject:

3.3 Approval of Minutes

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The minutes prior meetings are inspected, corrected if needed, and approved. This is a routine monthly process for the Board. The minutes for the August 20, 2018 board meetings are attached. See attached minutes.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Northern United Charter Schools

Board of Directors Minutes

August 20, 2018

Members Present: Jere Cox, Bianca Garza, Briana Osterle, Rosemary Kunkler and Jennifer Johnson

Members Absent: None

Guests: Shari Lovett, Tammy Picconi, Kirk Miller, Lynda Speck, Carole Cox, Andrea Marchyok, Vivien Hastert, Amy Cambou, Dawn Fryling, Cathleen Alexander and Valerie Walsh

- 1.0 **CALL TO ORDER:** Jere Cox called the meeting to order at 9:07am.
 - 1.1 **PLEDGE OF ALLEGIANCE**
 - 1.2 **AGENDA ADJUSTMENTS:** A motion to approve the agenda was made by Bianca Garza and seconded by Jennifer Johnson. Vote taken: Motion Carries unanimously.
- 2.0 **BUSINESS AND FINANCE**
 - 2.1 **Financial Report:** Shari Lovett reported on the budgets for both NU-Humboldt and NU-Siskiyou. Both Counties are done with prior year and are now working on current year.
 - 2.2 **MOU with MUSD for Reimbursement for Health and Welfare Coverage for the School Director:** Shari Lovett explained how the FTE was split between the Mattole Unified and Northern United and how the JPA works in regards to Health and Welfare. Mattole would cover .3 of the FTE and Northern United will cover .7 of the FTE. Jere Cox had questions concerning the title and Shari Lovett explained the division and why it is written this way. A motion to approve the MOU between MUSD and Northern United for the Health and Welfare coverage for the School Director was made by Jennifer Johnson and seconded by Rosemary Kunkler. Vote taken: Motion carries unanimously.
- 3.0 **CONSENT AGENDA:**
 - 3.1 **Approval of Warrants and Payroll:** Shari Lovett explained the documents for the warrants and payroll prelists for both NU-Humboldt and NU-Siskiyou.
 - 3.2 **Approval of Minutes:**
 - 3.3 **Resignations, Hires and Leaves:**

A motion to approve the consent agenda was made by Bianca Garza and seconded by Jennifer Johnson. Vote taken: motion carries unanimously.
- 4.0 **PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** There were no items
- 5.0 **COMMUNITY RELATIONS/CORRESPONDANCE:** There were no items.
- 6.0 **RECOGNITIONS/ANNOUNCEMENTS/REPORTS**
 - 6.1 **BOARD MEMBERS:** Rosemary Kunkler reported that the Cutten Learning Center will be having their meet and greet night on August 22. Kirk Miller will be taking over the social media for NU-Siskiyou.

Briana Osterle reported that everyone has been working on giving the Yreka Center a makeover and she appreciates everyone's hard work.

Jere Cox asked when the signs are going to change to reflect the new school names and Kirk Miller explained why they hadn't changed yet.

Bianca Garza and Jennifer Johnson had nothing to report.

- 6.2 NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** Kirk Miller reported more on the clean-up that was happening at the Yreka Learning Center. He introduced Colleen Allen and said she would be splitting her time between the Yreka Learning Center and the Mt. Shasta Learning Center. They would be having teacher in-services on the 28th for Yreka Land the 29th for Mt. Shasta. They are still looking for a Happy Camp facility that Lisa West can use and he said that Siskiyou County Office of Education has been helpful. Valerie Walsh and Kirk went and had breakfast and got the tour of all the departments. Vivien Hastert and Kirk have been working on getting payroll set up.

- 6.3 NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett reported that NU-Humboldt now has two regional directors who will alternate giving the board monthly reports. She reported that there would be a new employee training on August 22 and then on August 23 and 24, the annual fall summit would be held at the Cutten Learning Center where all the instructional staff from both schools would come together for professional development. She said that now that we have two schools we would have to think about rotating the location of the summit. She reported that school started on August 27th for both NU-Humboldt and NU-Siskiyou.

- 6.4 DIRECTOR:** Nothing to Report

7.0 ADMINISTRATION

- 7.1 Student Enrollment and Attendance Report:** Shari Lovett explained the enrollment of both schools as of the date shown. NU-Humboldt has 365 students and NU-Siskiyou has 116 students. She explained the enrollment process and the rollover procedure. Enrollment is a moving target at this point. She defined the structure of the schools; one school and that the learning centers were classrooms within the school.
- 7.2 Items for Surplus for Sale:** Shari Lovett reported where the surplus items came from and the process that we have to use to dispose of the items. As a school we can donate to other public schools, but two of the centers no longer with us decided to go private so we have to sell those items. Suggestions on how to dispose of the surplus items was discussed. A motion to approve the disposal of the surplus items on the list was made by Jennifer Johnson and seconded by Rosemary Kunkler. Vote taken and motion carries unanimously.
- 7.3 Surplus Items to donate to Caspar Creek Learning Community, Inc.:** Shari Lovett explained the items to be donated to the Caspar Creek Learning Community. A motion to approve the donating of Surplus items to the Caspar Creek Learning Community was made by Bianca Garza and seconded by Briana Osterle. Vote taken and motion carries unanimously.
- 7.4 Board Policies (BP) First Reading:** Shari Lovett explained the process and set up of the handbook of policies. First two sections were for all employees and the last two sections

were for parents and students. Shari answered questions of what constituted a serious felony and that we would not be able to hire a person who had a serious felony from the list from Ed. Code on the background check. Shari used the Mattole Valley Charter School policies as a baseline that she sent to the lawyers and had them make changes to reflect our independent status versus the dependent status that was in place when the policies were originally drafted. A question was asked about the emergency plan and Shari explained the difference between policy versus plan. She reported that Julie Smith, one of NU-Humboldt's regional directors was in charge of getting on the center's plans in place. Jere Cox wanted clarification that there were plans in place and that they would want to review them in October. A discussion was held on who should get TB tested and Shari explained the guidelines and law that we follow. Discussions and Changes to the policies are:

3-07: Evaluation-mis-assignment. Policy and procedure should match.

3-09: Volunteer Policy: add line that volunteer hours are not required.

1-03: A question was asked about job descriptions and job verifications. Shari said that the admin team was working on the ones not done yet but that there were job descriptions for Regional Director, teacher, instructional aide, counselor, counseling tech, clerk 1 and site supervisor.

1-02: Discussion on the Equal opportunity policy and the wording of "age".

1-07a: 6th bullet reads awkwardly. Policy should read: the school director will submit one candidate for approval.

1-10: Employment of retirees- A discussion was held on the limit of hours for PERS members and the limit of money for STRS members.

1-12: Pay Schedule Policy: Jere Cox questioned the process of hiring and why board approval wasn't on the policy. Shari Lovett explained that the board approved the pay schedule but the school director placed employees on pay lines. Jere would like it clarified in the policy who approves employee hiring.

2-24: Mileage Policy: Remove 5 contiguous counties from policy

3-16: Records Policy: Jere Cox spoke to the fact that since the dynamics of the school have changed and questioned the distance between the records office and the center locations. The distance makes it hard to physically look through a student's file. Kirk mentioned that the teachers kept copies of what they needed for each student. A discussion was held on who could have access to the official file.

A discussion was held about communication with families and students. Clarification needed for 10 month employees communicating with students in off hours.

A discussion was held on whether there should be one policy book for both schools with the forms section being individualized for each school or separate policy books for each school. A discussion was held on the pros and cons of each idea. Shari would rather have on policy book with separate school forms.

7.5 Northern United Charter Schools' Board Bylaws: Shari Lovett explained that in Article 7, Section 4 of the Bylaws that relatives of board members cannot become employees. Shari presented a draft of this section that removed that wording from the section. She went over the formatting changes that had been done to the bylaws and that the draft was easier to read and find specific things easier. Jere Cox spoke of the conflict of interest form that all the board members had to fill out. A motion to adopt the Northern United Charter Schools' bylaws as amended was made by Jennifer Johnson and seconded by Briana Osterle. Vote taken and motion carries unanimously.

8.0 CURRICULUM AND INSTRUCTION: There were no items.

9.0 FACILITIES:

9.1 NU-Humboldt Charter School Facilities' Leases: Shari presented the leases for all the centers for NU-Humboldt Charter School and explained that she thought that the board should approve all leases and MOUs. A discussion was held on the different lease agreements and the history of each facility. The Briceland learning center had been part of the school lunch program through Mattole Unified, but now that we were independent they have to give their lunch program up until legislature passes that all schools will have to offer a lunch program. A motion to approve the leases for all NU-Humboldt Charter School's facilities was made by Jennifer Johnson and seconded by Bianca Garza. Vote taken and motion carries unanimously.

9.2 NU-Siskiyou Charter School Facilities' Leases: A motion to approve the leases for all NU-Siskiyou Charter School facilities was made by Rosemary Kunkler and seconded by Briana Osterle. Vote taken and motion carries unanimously.

10.0 FUTURE AGENDA PLANNING:

10.1 Items to consider for future agendas: Hiring, curriculum, School Pathways and Copier leases, 2nd reading and adoption of Policy handbook.

11.0 FUTURE BOARD MEETINGS:

11.1 Next board meeting will be September 20, 2018 at 4pm in Humboldt at the Cutten Resource Center.

12.0 ADJOURNMENT:

12.1 Jere Cox adjourned the meeting at 11:23 am.

Authorized Board Signature _____ Date _____

Respectfully Submitted By Lynda Speck

Agenda Item 3.

CONSENT AGENDA

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Subject:

3.4 Resignations, Hires and Leaves

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board will approve all new hires, resignations and leaves throughout the year.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

NU-HUMBOLDT CHARTER SCHOOL
MASTER EMPLOYEE LIST

Employee	Location	Position	FTE	Hire Date
Alishoev, Alina	Briceland Learning Center	Teacher	1.0	7/1/2018
Ambrosini, Lisa	Willow Creek Learning Center	Teacher	1.0	7/1/2018
Baker, Marvin	Cutten Learning Center	Instructional Aide	0.8	8/27/2018
Bittle, Janice	Cutten Learning Center	Custodian	0.4	7/1/2018
Block, Mitch	NU-Humboldt	Psychologist	1.0	7/1/2018
Bradley, Sharon	Cutten Learning Center	Instructional Aide	0.489	7/1/2018
Breuning, Robert	Willow Creek Learning Center	Small Group Instructor	0.6	7/1/2018
Cambou, Amy	NU-Hum/NU-Sisk	AVID/PBIS Coordinator	0.3	7/1/2018
Cardoza, Deane	Briceland Learning Center	Instructional Aide	0.389	9/4/2018
Cascio, Angela	Briceland Learning Center	Instructional Aide	0.194	9/4/2018
Conti, Lacy	NU-Humboldt	Administrative Assistant	1.0	8/27/2018
Cudney, Mary	NU-Hum/NU-Sisk	Account Technician	0.8	7/1/2018
Cuellar, Sirila	NU-Humboldt	SGI/ Tutor		9/10/2018
Cyrek, Teal	Briceland Learning Center	Teacher	0.5	9/4/2018
Diyarza, Diana	Arcata Learning Center	Instructional Aide	0.222	7/1/2018
Dorman, Elyse	Eureka Learning Center	Teacher	1.0	8/23/2018
Early, Ella	Briceland Learning Center	Teacher	1.0	7/1/2018
Ellsmore, Jamie	Arcata Learning Center	P.E. Teacher	1.0	7/1/2018
Enos-Servais, Jennifer	Eureka Learning Center	P.E. SGI		8/27/2018
Fraser, Judith	NU-Hum/NU-Sisk	IST/Learning Record Coord.	0.5	7/1/2018
Gall, Travis	Cutten Learning Center	SGI	1	8/23/2018
Ganas, Sarah	Willow Creek Learning Center	SGI	0.413	7/1/2018
Gomes, Sarah	Cutten Learning Center	Clerk II	0.8	7/1/2018
Greta, Rebecca	Cutten Learning Center	Teacher	1.0	8/23/2018
Havens, Mary	Arcata Learning Center	Director/Teacher	1	7/1/2018
Iris, Peggy	Redway Learning Center	Teacher	0.6	7/1/2018
Johnston, Alicia	Briceland Learning Center	Instructional Aide	0.583	9/4/2018
Johnston, Miranda (Aimee)	NU-Hum/NU-Sisk	Counselor	1.0	7/1/2018
Kennedy, Roxy	NU-Hum/NU-Sisk	Registrar	1.0	7/1/2018
Linde, Crystal	Cutten Learning Center	Teacher	1.0	8/23/2018
Lindley, Tammy	Eureka Learning Center	Science Teacher	1.0	7/1/2018

NU-HUMBOLDT CHARTER SCHOOL
MASTER EMPLOYEE LIST

Lovett, Shari	NU-Hum/NU-Sisk	School Director	0.8	7/1/2018
Lucky, Hanna	NU-Humboldt	Special Ed Tutor	0.75	7/1/2018
Lyons-Tinsley, Mary	NU-Humboldt	Teacher	1.0	7/1/2018
Lyons-Tinsley, Tomire	Cutten Learning Center	Teacher	1.0	7/1/2018
Mayo, Marques	NU-Humboldt	Resource Specialist	1.0	8/23/2018
McComas, Jorey	NU-Humboldt	IST	0.7	8/23/2018
McConnaughy, Reada	NU-Humboldt	Math Teacher	1.0	7/1/2018
McDermid, Jessica	Arcata Learning Center	Instructional Aide	0.274	
McLaughlin, Carin	Willow Creek Learning Center	Clerk I	0.405	7/1/2018
Messenger, Shelby	Briceland Learning Center	Teacher	0.5	9/4/2018
Michel, Renee	Eureka Learning Center	Teacher	0.5	7/1/2018
Miller, Kirk	NU-Sisk/NU-Hum	Siskiyou Director	0.4	7/1/2018
Mueller, Tim	NU-Humboldt	Coordinator-Technology	1.0	7/1/2018
Nakoa, Melissa	NU-Hum/NU-Sisk	Counselor Technician	1.0	8/13/2018
Ostrom, Torey	Willow Creek Learning Center	SGI	0.55	7/1/2018
Picconi, Tammy	NU-Hum/NU-Sisk	Bus. Services Director	0.75	7/1/2018
Pinto, Liberty	Willow Creek Learning Center	Teacher	0.95	7/1/2018
Popoco, Maritza	Cutten Learning Center	Instructional Aide	0.668	8/27/2018
Rand, Jennifer	Arcata Learning Center	Special Ed Tutor/Aide	0.33	7/1/2018
Redwine, Janine	NU-Humboldt	Speech Path.	0.4	7/1/2018
Richardson, Diane	Redway Learning Center	Tutor	0.188	7/1/2018
Rinehart, Shannon	NU-Humboldt	Learning Records Coord.	1.0	7/1/2018
Rybeck, Barbara	Cutten Learning Center	Instructional Aide	1	7/1/2018
Rybeck-Davis, Rebekah	Cutten Learning Center	Region Dir/Principal	1.0	7/1/2018
Schafer, Sarah	Eureka Learning Center	Teacher	1.0	7/1/2018
Scharlack, Heather	Redway Learning Center	Coordinator	1	7/1/2018
Setyowati, Lucia	Briceland Learning Center	Instructional Aide	1.0	7/1/2018
Sharp, Amanda	Cutten Learning Center	Teacher	1.0	7/1/2018
Shermer, Catherine	NU-Humboldt	IST	1.0	7/1/2018
Sholes, Deborah	NU-Humboldt	Library Technician	1.0	7/1/2018
Silvernale, Dana - Retired	NU-Humboldt	Resource Specialist	0.5	7/1/2018
Smith, Julie	Eureka Learning Center	Region Dir/Principal	1.0	7/1/2018
Smith, Ryan	NU-Humboldt	Resource Specialist	1.0	7/1/2018

Agenda Item 6.

RECOGNITIONS/ANNOUNCEMENTS/REPORTS

Subject:

- 6.1 Board Members
- 6.2 Northern United - Siskiyou Charter School
- 6.3 Northern United - Humboldt Charter School
- 6.4 Director

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

- 6.1 Board members may choose to make a report.
- 6.2 Each month the Regional Director gives a report on school events and activities.
- 6.3 Each month the Director of Instructional Services gives a report on school events and activities.
- 6.4 Each month the Director may give a report on the state of the District.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 7.

ADMINISTRATION

Subject:

- 7.1 Student Enrollment and Attendance Report

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month the Board receives this report to keep the Board apprised of enrollment and attendance patterns. As our revenue is generated by our enrollment and actual daily attendance, there are fiscal implications based on student numbers each day.

Enrollment as of 9/11/2018:
NU-Humboldt Charter School - 126
NU-Siskiyou Charter School - 409

Fiscal Implications:

To be determined.

Contact Person/s: Shari Lovett

Agenda Item 7.
ADMINISTRATION

Subject:

7.2 Consideration of IRS Mileage Rates for 2018 for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

NU-HCS's policy is to reimburse employees at the IRS mileage rate for required work travel. For the 2018 school year, this rate is \$.545.

Fiscal Implications:

NU-HCS budgeted amount for mileage: \$23,000

Contact Person/s: Shari Lovett



Standard Mileage Rates for 2018 Up from Rates for 2017

IR-2017-204, Dec. 14, 2017

WASHINGTON — The Internal Revenue Service today issued the 2018 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes. Beginning on Jan. 1, 2018, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54.5 cents for every mile of business travel driven, up 1 cent from the rate for 2017.
- 18 cents per mile driven for medical or moving purposes, up 1 cent from the rate for 2017.
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate and the medical and moving expense rates each increased 1 cent per mile from the rates for 2017. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other requirements are described in Rev. Proc. 2010-51.

Notice 2018-03, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 14-Dec-2017

Agenda Item 7.
ADMINISTRATION

Subject:

7.3 Consideration of IRS Mileage Rates for 2018 for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

NU-SCS's policy is to reimburse employees at the standard IRS mileage rate for required work travel. For the 2018 school year, this rate is \$.545.

Fiscal Implications:

NU-SCS budgeted amount for mileage: \$1,500

Contact Person/s: Shari Lovett

Agenda Item 7.
ADMINISTRATION

Subject:

7.4 Public Hearing

Action Requested:

None

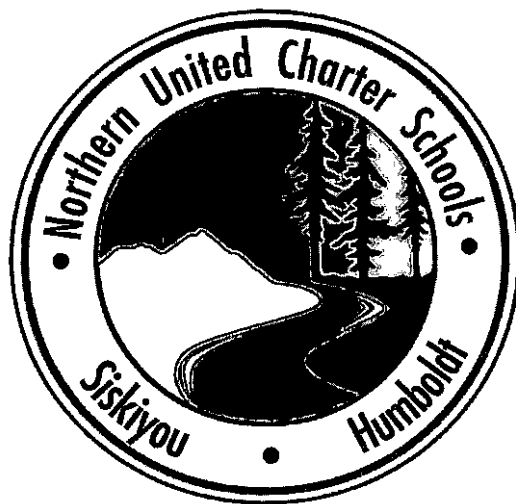
Previous Staff/Board Action, Background Information and/or Statement of Need:

Schools are required to hold a public hearing prior to adopting an independent study policy. This policy allows our school to claim attendance for students who are on independent study. It sets up the parameters for how independent study will operate. This public hearing allows members of the public to comment on the content of the policy.

Fiscal Implications:

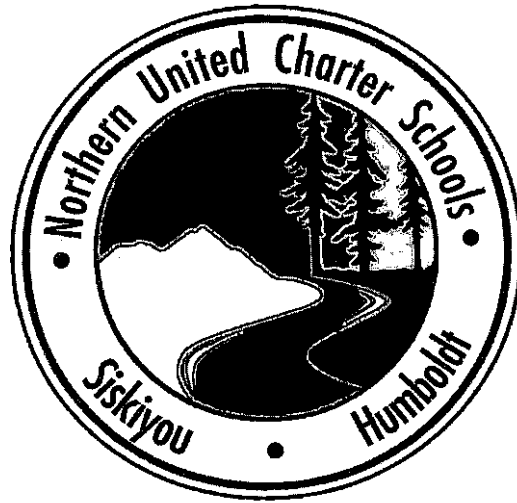
None

Contact Person/s: Shari Lovett



PUBLIC HEARING NOTICE

There will be a Public Hearing concerning the Northern United - Humboldt Charter School Independent Study Policy during the regular monthly meeting of the Board of Directors on September 20, 2018, 4:00 p.m. at NU-HCS, 2120 Campton Road, Suite H, Eureka, CA. Public comment is welcome. A review copy of the policy will be available for public inspection at 2120 Campton Road, Suite H, Eureka, CA on Tuesday, September 11, 2018.



PUBLIC HEARING NOTICE

There will be a Public Hearing concerning the Northern United - Siskiyou Charter School Independent Study Policy during the regular monthly meeting of the Board of Directors on September 20, 2018, 4:00 p.m. at NU-SCS, 505 S. Broadway, Yreka, CA. Public comment is welcome. A review copy of the policy will be available for public inspection at 505 S. Broadway, Yreka, CA on Tuesday, September 11, 2018.

Agenda Item 7.
ADMINISTRATION

Subject:

7.5 Consideration Board Policies (BP) Second Reading for NU-HCS

Action Requested:

Approve

Previous Staff/Board Action, Background Information and/or Statement of Need:

All policies for the new schools must be adopted. This is the second reading for these policies and they can now be approved. The policies govern how the school is managed.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 7.
ADMINISTRATION

Subject:

7.6 Consideration of Board Policies (BP) Second Reading for NU-SCS

Action Requested:

Approve

Previous Staff/Board Action, Background Information and/or Statement of Need:

All policies for the new schools must be adopted. This is the second reading for these policies and they can now be approved. The policies govern how the school is managed.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Northern United Charter Schools

Policy Handbook

First Reading on August 20, 2018

Adopted on



Acknowledgement of Receipt of Policy Handbook

PLEASE READ THE POLICY HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PERSONNEL OFFICE

EMPLOYEE NAME _____

I ACKNOWLEDGE that I have received a copy of the Policy Handbook. I have read and understand the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook. I also understand that if I am ever unclear on any language, policies, or procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of Northern United Charter Schools' policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the school. In the event I do have a work agreement which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the school.

I understand that other than the School Director, no person has authority to enter into or end any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. Only the School Director has the authority to make any such agreement and then only in writing.

Employee Signature: _____ **Date** _____

**Please sign, date, and return original to the Personnel Office.
Retain this Handbook for your reference.**

**Northern United - Charter School
Policy and Procedures Handbook
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SECTION I

CONDITIONS OF EMPLOYMENT

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I-01 At-Will Employment Policy

Employees of Northern United Charter Schools (“NUCS” or the “School”) are hired on an “at-will” basis. The employment relationship between the employee and NUCS may be terminated at any time, with or without cause or advance notice. Termination of employment must be in writing, given to the employee, and/or the School Director of NUCS. No supervisor, manager or representative of NUCS other than the School Director has the authority to enter into or end any agreement for employment for any specified period of time, or to make any promises or commitments contrary to the foregoing. Any employment agreement entered into by the School Director will not be enforceable unless it is in writing.

Nothing contained in the Employee handbook, employment applications, school memoranda, or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment. Statements or specific grounds for termination set forth in this handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will.

No school representative, other than the School Director, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School.

This policy shall not be modified by any statements contained in the Employee Handbook, employee application, school memoranda, or any other materials provided to employees in connection with their employment. No document, whether singly or combined, or any employment practices, shall create an expressed or implied contract of employment for a definite period, nor an expressed or implied contract concerning any terms or conditions of employment.

I-02 Equal Employment Opportunity Policy

NUCS is an equal opportunity employer. It is the policy of NUCS to provide equal employment and advancement opportunities to all qualified individuals without regard to

- Race
- Color
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned)
- Religious creed (including religious dress and grooming practices)
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law)
- Genetic information
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such)
- Sexual orientation
- Age (forty (40) or over)
- Physical or mental disability (including HIV and AIDS)
- Marital/registered domestic partner status
- Medical condition (including cancer and genetic characteristics)
- Taking a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking
- Military or veteran status
- Any other consideration made unlawful by federal, state or local laws.

This policy extends to all job applicants and employees, in all aspects of the employment relationship, including the hiring of new employees, training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

NUCS will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee or applicant who requires an accommodation in order to perform the essential functions of the job should contact a school representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he /she needs to perform the job, or if unknown, what job duties the disability impairs. NUCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the employee to perform his/her job. NUCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, NUCS will make the accommodation.

I-03 Outside Employment Policy

It is the position of NUCS that holding multiple jobs is not in the best educational interest of students and creates a potential conflict of interest on several levels. Therefore, an Employee may maintain employment with NUCS as long as he/she satisfactorily performs his/her job responsibilities, and no conflicts of interest arise. However, those employees who choose to work for both NUCS and another organization requiring overlapping hours during a normal school work schedule will be held to a .5 student load (12-15 students) with NUCS.

While employed by NUCS, employees are expected to devote their energies to their jobs. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties and responsibilities
- Additional employment that creates a conflict of interest or is incompatible with the employee's position
- Additional employment that impairs or has a detrimental effect on the employee's work performance
- Additional employment that requires the employee to conduct work or related activities on the school's property during the employee's work hours or using school facilities and /or equipment
- Additional employment that directly or indirectly competes with the business or the interests of the school

Teachers who are employed with another charter school are required to disclose this information to the NUCS personnel office.

If NUCS determines that an employee's outside work interferes with performance or the ability to meet the requirements of NUCS, the employee may be asked to terminate the outside employment if he/she wishes to continue employment with NUCS.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the school explaining the details of the additional employment. If the additional employment is authorized, NUCS assumes no responsibility for it.

NUCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

I-04 Tuberculosis Testing

All employees of NUCS must submit written proof, from a physician, of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for tuberculosis consists of an approved TB test, which if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs.

All employees will be required to undergo TB risk assessment and, if risk factors are found, an examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. TB risk assessment and, if indicated, the examination is a condition of initial employment with NUCS. The cost of the initial risk assessment and exam will be the responsibility of the employee.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB clearance prior to conducting work with school students.

I-05 Criminal Background Check Policy

As required by law, all individuals working or volunteering at NUCS will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and well-being of students, taking precedence over all other considerations. Conditions that preclude working at NUCS include conviction of a controlled substance, sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with NUCS, be convicted of a controlled substance, sex offense, or serious or violent felony, the employee must immediately report such a conviction to the School Director and/or Personnel Office.

I-06 Employee Conduct and Termination of Employment Policy

Rules of Conduct

The following conduct is prohibited and will not be tolerated by NUCS. This list of prohibited conduct is illustrative only and applies to all employees of the school. Other types of conduct that threaten security, personal safety, employee welfare, and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at will employment relationship between the employee and NUCS:

- Insubordination- refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- Inefficiency- including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.
- Unauthorized soliciting, collecting of contributions, distributions of literature, written or printed matter is strictly prohibited on school property by both employees and non-employees. This rule does not cover period of times when employees are off their jobs such as lunch periods or break times.
- Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of school property.
- Fighting (verbal or physical) or instigating a fight on school premises.
- Violations of the drug and alcohol policy.
- Using or possessing firearms, weapons, or explosives of any kind on school premises.
- Gambling on school premises.
- Tampering with or falsifying any report or record including but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
- Recording the timecards, when applicable, of another employee or permitting or arranging for another employee to record the timecard.
- Use of profane, abusive or threatening language in conversations with other employees, students, and /or intimidating or interfering with other employees.
- Conducting personal business during business hours and /or unauthorized use of telephone lines for personal calls.
- Excessive absenteeism or tardiness excused or unexcused.
- Posting any notices on school premises without prior written approval of the administration, unless posting is on a school bulletin board designated for employee postings.
- Immoral or indecent conduct.
- Conviction of a criminal act.
- Engaging in sabotage or espionage (industrial or otherwise).
- Violations of the sexual harassment policy.
- Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed test, procedures or treatment.

- Sleeping during work hours.
- Release of confidential information without authorization.
- Any other conduct detrimental to other employees or the school's interests or its efficient operations.
- Refusal to speak to supervisors, administration or other employees.
- Dishonesty.
- Failure to possess or maintain the credential/certificate required of the position.
- Failure to meet with students and families without prior authorization.
- Failure to submit independent study paperwork in accordance with school defined timelines.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off –Duty Conduct

While NUCS does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the school's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the school or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the school's legitimate business interests or the employee's ability to perform his/her work will not be tolerated.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the School Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned unused vacation pay (if eligible). If an employee is participating in the medical and /or dental plan, they will be provided information on their rights under COBRA.

I-07 Hiring Policy

NUCS recognizes that Independent Study teachers and other certificated personnel work closely with students in carrying out the educational goals of NUCS. The School Director or his/her designee shall ensure that the duties, responsibilities, and the school's expectations for certificated positions are clearly defined and made known to each member of the certificated staff.

The School Director or his/her designee shall be responsible for establishing recruitment, selection and appointment procedures pursuant to the standards established by NUCS Board of Directors.

The School Director or designee shall recruit candidates for open positions based on an assessment of the school's needs for specific skills, knowledge, and abilities.

The School Director or designee shall develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations, and recommendations from previous employers.

No inquiry shall be made with regard to the age, gender, race, ethnicity, religion, national origin, medical condition, disability, or sexual orientation of a person seeking employment. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.

NUCS employment practices shall not discriminate against legal non-citizen residents. Inquiries to assure employment eligibility shall be made in accordance with law and school policy.

Each certificated staff member shall be held accountable for duties assigned to him/her and shall undergo regular evaluations in accordance with school policy.

(Policy V-01 Employee Evaluation Policy)

I-07a Hiring Procedure

NUCS strives to employ highly qualified persons for each position and shall engage in fair and sound personnel practices in the appointment of all employees.

It is incumbent on the staff members who are involved in the selection process to recommend only those candidates who are properly qualified for the position and who, based on appropriate screening devices, interviews, observations, and recommendations, can be expected to perform professionally and competently.

For the hiring of any new employee of NUCS the following procedures must be followed:

- Before the recruitment of any potential candidate can take place, the School Director must approve the need for a new position.
- The School Director or designee shall recruit candidates for the position based on the school's needs for specific skills, knowledge, and abilities.

- The School Director shall identify the best possible candidate based on screening processes, interviews, observations, and recommendations from previous employers.
- Upon approval from the Board of Trustees and/or the School Director, a hiring package will be sent to the selected candidate.
- At this time a criminal background check will be completed and upon the submission of the appropriate paperwork, a hiring agreement will be sent out to the selected candidate.
- The School Director will present one candidate to the NUCS Board of Directors for approval.

I-08 Certification and Licensure

NUCS's core academic teachers are required to hold a current California Commission on Teacher Credentialing Certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. Consistent with applicable law, those teachers providing instruction in noncore, noncollege preparatory classes may be given flexibility with respect to credentialing requirements.

I-09 Paraprofessional Policy

It is the policy of NUCS to hire qualified paraprofessionals to work with NUCS students. All paraprofessionals who work in an instructional capacity such as contract tutors or instructional assistants must provide supporting documentation:

High School Diploma (or its recognized equivalent) and

One of the following:

- Two (2) years of college with at least 48 units.
- An Associate of Art Degree or higher degree of education
- Met a rigorous standard of quality and be able to demonstrate, through a formal state or local academic paraprofessional assessment, the knowledge of and the ability to assist in instructing: reading, writing, mathematics, or as appropriate, reading readiness, writing readiness, and mathematics readiness.

Paraprofessionals hired on or before January 8, 2002, and working in a program supported with Title I, Part A funds must meet these requirements by January 8, 2006. (*Section 1119(c) and (d) of Title I*)

Paraprofessionals who only serve as translators or who conduct parental involvement activities, must have a secondary school diploma or its equivalent but do not have to meet the additional requirements. (*Section 1119(e)*)

I-10 Employment of Retired Employees Policy

It is the policy of NUCS to comply with all STRS/PERS guidelines for retiring employees.

The re-hiring of a retired employee will be reviewed on a case-by-case basis and is subject to the approval of the School Director or designee.

The Personnel Office will review the employee's status throughout the year to ensure that the maximum earnings/hours are not exceeded.

I-11 Employment of Relatives

In order to preclude situations which could bring about a conflict of interest for employees of NUCS, an employee shall not be appointed to a position where a member of his/her immediate family maintains supervisory or evaluation responsibilities for the position.

Immediate family members may be employed at the same department or work location with the approval of the School Director.

I-12 Pay Schedule Policy

The Board of Directors is to approve the pay schedule of Northern United Charter Schools.

NUCS values the hard work and commitment that our teachers and support staff give to our students and school.

Step increases will not automatically occur every year.

Step increases to the Pay Schedule will be considered each year and will be given if the overall school budget allows.

School Director approval is required for all employee pay increases.

The total number of days listed on an employee's work agreement is the minimum number of days that an employee is required to work. All employees are expected to work the number of days specified on their work agreement unless prior approval by the School Director or designee is obtained.

Exceptions to the placement of an employee on the pay schedule can be reviewed and granted on a case-by-case basis by the School Director.

Changes to the initial placement of an employee can be reviewed by the School Director on a case-by-case basis.

The following guidelines will be followed when hiring all new employees:

Certificated Staff

Certificated employees who serve as an Independent Study teacher will be paid per student, dependent upon the grade levels they are assigned, and the number of years of service/experience as seen on the pay schedule under Independent Study. All placements in this area will work 183 days.

PLEASE NOTE: When being placed on the Independent Study pay schedule, only 5 years of experience will be considered upon placement at the time of hire.

Certificated employees hired to serve students within a learning center will be paid on the salary schedule under Center Instruction. Placement will be determined on the center's overall budget and number of students being served. All placements in this area will work 183 days.

Certificated employees hired for a school wide instructional position will be placed on either the specialist line working 183 days or the coordinator line working 200 days depending on experience and the position they are hired for.

Certificated employees hired in a supervisory role that hold an administrative credential, will be placed on the Director line. Placement will depend on the years of service as an administrator, experience in the position they are being hired, and the learning center budget. All placements on this line will work a minimum of 220 days.

Certificated employees hired for the counselor position will work a minimum of 205 days.

Classified Staff

Classified employees hired in a “by hour” capacity will be placed on step I of the Classified Pay Schedule under the position they are hired for. The number of days per position will vary but are not to exceed the number of days listed below unless prior approval by School Director or designee is obtained.

Regular Instructional Aide	180 days
Special Education Instructional Aide	180 days
Office Clerk I	180 days
Office Clerk II	180 days
Accounts/Record Technician	180 days
Custodian	180 days
Site Supervisor	180 days
Technology	180 days

Classified employees hired in a salary position will be placed on step I of the classified salary pay schedule unless prior approval from the School Director or designee is obtained. These positions will be required to work 220 - 260 days dependent on the position employee is being hired for.

Classified employees hired for tutoring and small group instruction will be paid at the following rates:

1/1 tutoring	\$16.50 per hour
Group Instruction (3 or more in each session)	\$33.00 per hour

Classified employees are not eligible to receive twelve (12) checks if they are a ten (10) month employee.

I-13 Whistleblower Policy

NUCS requires all employees and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the school. As representatives of the school, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the school has a governance and accountability structure that supports its mission, and to encourage and enable administrators, employees, and volunteers raise serious concerns about the occurrence of illegal or unethical actions within the school before turning to outside parties for resolution.

All administrators, employees, and volunteers of NUCS have a responsibility to report any action or suspected action taken within the school that is illegal, unethical, or violates any adopted policy of the school, local rule, or regulation. Anyone reporting a violation must act in good faith, without malice to the school or any individual at the school, and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously, or any report which the reporter has good reason to believe is false, will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, may disclose, or who the school believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering, or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

I-14 Immigration Compliance

NUCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, NUCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review, or obtain employee records without a subpoena or judicial warrant.

I-15 Professional Boundaries: Staff/ Student Interaction Policy

NUCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest, most learning-conducive environment possible.

Corporal Punishment

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 property.

For clarification purposes, the following examples are offered for direction and guidance of school personnel:

Examples of **PERMITTED** actions (not corporal punishment):

- Stopping a student from fighting with another student
- Preventing a student from committing an act of vandalism
- Defending yourself from physical injury or assault by a student
- Forcing a student to give up a weapon or dangerous object
- Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve the coordination, agility, or physical skills
- Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities

Examples of **PROHIBITED** actions (Corporal Punishment):

- Hitting, shoving, pushing, or physically restraining a student as a means of control
- Making unruly students do push-ups, run laps, or perform other acts that cause pain or discomfort as a form of punishment
- Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all school staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

For purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by all staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations, and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes another staff member may have crossed the boundaries specified in this policy, he/she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- Giving gifts to an individual student that are of a personal and intimate nature;
- Kissing of any kind
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the school
- Making or participating in sexually inappropriate comments
- Sexual jokes
- Seeking emotional involvement with a student for your benefit
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission).

- Giving students a ride to/from school or a school activity
- Being alone in a room with a student at school with the door closed

- Allowing students in your home

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- Remarks about the physical attributes or development of anyone
- Excessive attention toward a particular student
- Sending emails, text messages or letters to students if the content is not about school activities

Acceptable and Recommended Staff/Student Behaviors

- Getting parents' written consent for any after-school activity
- Obtaining formal approval to take students off school property for activities such as field trips or competitions
- Emails, text, phone and instant messages to students must be professional and pertain to school activities or classes (communication should be limited to school technology)
- Keeping the door open when alone with a student
- Keeping reasonable space between you and a student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from an administrator if you find yourself in a difficult situation related to boundaries
- Involving your supervisor or administrator if conflict arises with a student
- Informing the School Director or designee about situations that have the potential to become more severe
- Make detailed notes about an incident that could evolve into a more serious situation later
- Recognize your responsibility to stop unacceptable behavior of students or co-workers
- Ask another staff member to be present if you will be alone with any type of special needs student
- Ask another staff member to be present when you must be alone with a student after regular school hours
- Give students praise and recognition without touching them
- Pats on the back, high fives and handshakes are acceptable
- Keep your professional conduct a high priority
- Ask yourself if your actions are worth your job and career

I-16 Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

NUCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. It is the policy of NUCS to prohibit unlawful harassment, discrimination, and retaliation based upon race, color, gender (including gender identity, expression, and transgender identity, whether or not the employee is transitioning or has transitioned), sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), religious creed (including religious dress and grooming practices), marital/registered domestic partner status, age (forty (40) and over), national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law), physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), taking a leave of absence authorized by law, genetic information, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, discriminated, or retaliated against, based upon the characteristics noted above.

NUCS will not condone or tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers), or third party (including independent contractors or other person with which the school does business). Supervisors and managers are to report any complaints of unlawful harassment to the School Director or designee.

When NUCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if complaint is about the School Director), School Director, or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. NUCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

This policy applies to all employee actions and relationships, regardless of position or gender. NUCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Definition of Harassment

Harassment includes verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile work environment that unreasonably interferes with job performance.

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 because of sex, race, or any other protected basis
- Retaliation for reporting or threatening to report harassment
- Disparate treatment based on any of the protected classes above

Prohibited Unlawful Sexual Harassment

NUCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of offending employee.

Sexual harassment consists of sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when:

- Submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment
- An employment decision is based upon an individual's acceptance or rejection of that conduct
- That conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment

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

All administrators or staff members in a supervisory position will receive sexual harassment, discrimination, and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond made aware that an employee is the target of unlawful harassment.

All other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

It is the responsibility of every employee to maintain a workplace free from any form of sexual harassment. Should any individual, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual

harassment is encouraged to immediately report such harassment to the School Director or his/her designee. See **Appendix A** for the “Harassment/Discrimination/Retaliation Complaint Form.” See **Appendix B** for the general “Internal Complaint Form.” 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 employee for submitting to sexual conduct, including soliciting or attempting to solicit, any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct, subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s gender.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees such as displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, pornographic, or bringing to work or possessing any such material to read, display, view at work, reading publicly, or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic, and displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace(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. Moreover, please note that while in most situations, a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate NUCS policy.

SECTION II

EMPLOYMENT POLICIES

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II – 01 Business Ethics and Conduct Policy

The continued success of NUCS is dependent upon its students' and parents' trust in our program and staff. Employees owe a duty to NUCS to act in a way that will merit the continued trust and confidence of the public in the communities that we serve.

It is the policy of NUCS to expect all employees to conduct business in accordance to all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Good judgment, based on high ethical principles, will be expected at all times. Compliance with this policy will be the responsibility of every NUCS employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including, possible termination of employment.

II – 02 Conflict of Interest Policy

All employees of NUCS must avoid situations involving actual or potential conflict of interest.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the School Director or designee for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the school may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

II-03 Drug- and Alcohol-Free Workplace

NUCS is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, as it adversely affects health and safety, security, productivity, public confidence, and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and other NUCS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any school premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

II-04 Policy on Smoking

All NUCS' facilities including learning centers, resource centers, offices, and meeting places where students are present will maintain a smoke free environment.

II – 05 Child Abuse and Neglect Reporting Policy

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance 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 hours of receiving the information concerning the incident.

NUCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to all employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine, or by both.

By acknowledging receipt of this handbook, the employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

II-06 Mandated Training Policy

All employees of NUCS will complete all state mandated safety trainings, including Mandated Reporting and Blood Bourne Pathogens, within six (6) weeks of the first day of each school year.

Employees who work in a position that interacts with students will complete a school-approved state mandated suicide prevention training within six (6) weeks from the first day of each school year.

Employees in a supervisory position will complete the Sexual Harassment Prevention Training every two (2) years within six (6) weeks of the beginning of each school year.

Employees who work in positions where additional trainings will help in the performance of their job may be assigned additional trainings as necessary by the School Director or designee.

II-07 Confidential Information Policy

All information relating to the student, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education students shall be kept strictly confidential and maintained in separate files.

Employees of NUCS who have access to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose confidential business or personnel information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Such confidential information includes, but is not limited to the following:

- Personnel information
- Payroll information
- Compensation data
- Computer processes
- Computer- programs and codes
- Financial information
- Student information

II-08 Employee Attendance Policy

By law, NUCS is obligated to keep accurate records of the time worked for non-exempt employees. Such employees shall be required to utilize the school's timesheet system.

Non-exempt employees must accurately account their time on a daily basis. The time sheet indicates the employee arrival and departure. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and return to the school premises during the workday. Any employee who works a six (6) hour day or longer must show a thirty (30) minute lunch and any absences including but not limited, to doctor or dentist appointments. All employees must keep their supervisor advised of their departures from and returns to work during the work day.

Non-exempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the School Director to make the correction and such correction must be initialed by both the employee and the School Director.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to, checking emails before/after work hours, performing work in the morning before logging in, and running school errands after logging out.

If an employee forgets to mark their timesheet or makes an error on the timesheet, the employee must notify his/her supervisor to make the correction and both the employee and the supervisor must initial the correction and submit it to the payroll department.

No one may record hours worked on another employee's timesheet. Any employee who violates any aspect of this policy may be subjected to disciplinary action, up to and including release from at-will employment with the school.

Employees of NUCS are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the school's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone his/her supervisor as soon as possible but no later than thirty (30) minutes before the start of the workday. If an employee is absent from work longer than one (1) day, he/she is expected to keep his/her supervisor sufficiently informed of the situation.

An employee absence slip (Form SF-19) must be completed, correctly accounting every day missed, signed by his/her supervisor, and submitted the personnel/payroll office by the end of the pay period in which the absence took place.

Excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination of employment. An absence for more than three (3) consecutive days without

notification to a supervisor or the personnel office will be considered a voluntary resignation from employment.

Meal and Rest Periods

Non-exempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately midway through the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and NUCS mutually consent to the waiver in writing.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

NUCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

NUCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

II-09 Record Retention Policy

At the time of employment, a personnel file is established for each employee. It is the employee's responsibility to keep the School Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a school representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. NUCS will restrict disclosure of personnel files to authorized individuals within the school. A request for information contained in the personnel file must be directed to the School Director. Only the School Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement, local, state, or federal agencies conducting official investigations, or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated, or a determination was made that discipline was not warranted.

II-10 Personal Appearance Policy

NUCS believes that all staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

NUCS encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process of students.

II-11 Health and Safety Policy

NUCS is committed to providing and maintaining a healthy, safe work environment for all employees.

Employees are required to know and comply with the School's general safety rules and to follow safe, healthy work practices at all times. Employees are required to report immediately to their supervisor any potential health or safety hazards, and all injuries or accidents.

The prevention of accidents is the responsibility of every employee. It is the employees' duty to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the duty of every employee to immediately, or as soon as is practical, report any accident or injury occurring during work or on school premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

In the event of an emergency or fire, every learning center should have local emergency numbers posted where every employee can access them.

In compliance with Proposition 65, NUCS will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

II-12 Employee Wages and Health Benefit Policy

Medical/Dental/Vision Benefits

It is the policy of NUCS to offer Health and Welfare Benefits to all eligible employees. Eligibility will be determined by the School Director or designee and following current JPA criteria:

- Employees must be employed .5 fte or more to qualify for benefits
- Part-time employees of NUCS who choose to receive benefits will be responsible for the pro-rated cost of coverage equaling to full- time. (Example: if you are a .5 employee you will be responsible for 50% of base amount plus the over cap amount).

Coverage will begin on the first day of employment or if hired mid-month, it will start on the first day of the following month. An enrollment form and all necessary documentation must be submitted to the Payroll/Personnel office as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because;

- The employee dies while covered by the plan
- The employee and his/her spouse become divorced or legally separated
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reach age sixty-five (65); or

- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

NUCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. NUCS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- NUCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

Payroll Withholdings

As required by law, the school shall withhold Federal and State Income Tax, Social Security (FICA) , and State unemployment Insurance from each employee's pay as follows:

1. **Federal Income Tax Withholding:** The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. **State Income Tax Withholding:** The same factors which apply to federal withholdings apply to state withholdings.
3. **Social Security (FICA):** The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should notify the payroll department for clarification.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the payroll office. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form will be completed upon hire and it is the employee's responsibility to report any changes in filing status to the payroll department and to complete a new W-4 form.

At the end of each calendar year, a withholding statement (W-2) will be prepared and forwarded to each employee for use in preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Wage Attachments and Garnishments

Under normal circumstances, NUCS will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies, or judgments that require the school, by law, to withhold part of an employee's earnings in their favor. Employees are strongly encouraged to avoid such wage attachments and garnishments.

II-13 Vacations, Holiday and Leaves Policy

Vacation Leave

NUCS provides vacation benefits to all eligible 12 month classified employees who work 240 days or more in each contractual year based upon date of hire to enable them to take paid time off for rest and recreation. NUCS believes that this time is valuable for employees in order to enhance their productivity and to make their work experience with our school personally satisfying. All eligible employees will accrue vacation from the date of hire at the following rates:

- Eligible full-time classified employees will accrue one day of vacation time for each month of employment.
- Eligible part-time classified employees will accrue vacation on a prorated basis, based on their respective full-time equivalency.

All vacations must be approved in advance by the employee's immediate supervisor. Accrual of vacation time commences on date of first day of employment. Each eligible full-time classified employee is allowed 12 days per year of vacation time.

Vacation accruals may not exceed 24 days. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his/her accrued hours have dropped below the two-year maximum.

No employee shall receive pay in lieu of vacation except on the termination of his/her employment.

No vacation accrues during any unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

On termination of employment, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of his/her termination.

Holidays

NUCS will observe the following holidays as paid days for all 12 month employees who work 240 days or more per contractual year.

New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day

Friday following Thanksgiving Day
Christmas Day

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the School Director or designee. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity day etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Unpaid Leave of Absence

NUCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the school may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School Director.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

NUCS offers paid sick leave to all its employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment.

Regular, full-time twelve (12) month employees will receive ninety-six (96) hours of sick leave at the beginning of each school year. Regular, full-time employees who begin their employment with NUCS after the start of the school year will receive a prorated amount of sick leave based on their FTE and number of months left in the school year. Part time employees' sick leave will be calculated based on their FTE and number of hours worked each day. Accrued sick leave carries over from year to year and NUCS does not pay employees in lieu of unused sick leave.

Sick leave must be taken in increments of at least two (2) hours.

Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e. children, parents, spouses or domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care

for an existing health condition. An employee may use sick leave to address instances of domestic violence, sexual assault, or stalking.

Sick leave may only be used for the purposes specified in this policy. NUCS retains the right to request verification from a licensed health care provider for any absence due to illness or disability.

Eligible employees using sick leave will receive pay at their normal base rate by not later than the payday for the next regular payroll period after the sick leave was taken. If an employee is out on sick leave for three (3) consecutive days, medical evidence of illness and/or medical certification of fitness to return to work may be required.

Employees must provide reasonable advance notification, either orally or in writing, if a need for paid sick leave is foreseeable. Employees should, if possible, schedule medical appointments in a manner that does not interfere with their job duties.

Once an employee has exhausted all his/her sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the school.

It is the responsibility of the employee to submit a SF-19 absence form, filled out completely stating the reason for the absence, signed by the employee, the employee's immediate supervisor and submitted to the Personnel/Payroll department within the same pay period that the absence occurred.

II-14 Employee Evaluation Policy

Every employee of NUCS will receive periodic performance reviews conducted by the School Director or designee. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon the length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude towards others. Performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. Favorable evaluations will not guarantee increase in salary or promotions. After each review, an evaluation report will be written and presented to the employee to sign acknowledging that he/she has reviewed and the employee given the opportunity to discuss the contents with the School Director or designee.

Newly hired employees may have their performance goals reviewed by the School Director or designee within the first ninety days of employment.

II-15 Family Care and Medical Leave Policy

NUCS complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the school to permit each eligible employee to take up to 12 workweeks [or twenty-six (26) workweeks where indicated] of FMLA leave in any 12-month period (with or without pay) for the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
4. For any qualifying exigency because the employee is the spouse, son, daughter or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the armed forces.

For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave”.

Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by NUCS for a total of at least twelve (12) months, worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

Amount of FMLA Leave That May Be Taken

- FMLA leave can be taken all at once or intermittently, but may not exceed 12 work-weeks total for any purpose in a 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve work-weeks” means the equivalent of twelve of the employee’s normally scheduled work-weeks. For a full-time employee who works five eight-hour days per week, “twelve work-weeks” means 60 working and/or paid eight-hour days.
- In addition to the twelve (12) workweeks of FMLA leave, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
- The “12 month period” in which 12 weeks of FMLA leave may be taken is the 12-month period immediately preceding the commencement of any FMLA leave.
- If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay During FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of NUCS's health plan govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by NUCS during the leave at the same level and under the same conditions, as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, NUCS will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

NUCS may recover the health benefit costs paid on behalf of any employee during his/her FMLA leave if:

- The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and
- The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

Medical Certifications

- An employee requesting FMLA leave because of his/her or a relative's serious health condition must provide medical certification from the appropriate health care provider on

a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within 15 days of the School's request for certification) may result in denial of the leave request until such certification is provided.

- NUCS will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The school may contact the employee's health care provider to authenticate a certification as needed.
- If NUCS has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the school may request a second opinion by a health care provider of its choice (paid for by the school). If the second opinion differs from the first one, the school will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
- Re-certifications are required if leave is sought after the expiration of the time estimated by the health care provider. Failure to submit required re-certification can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA Leave

- An employee should request FMLA leave by completing a Request for Leave form and submitting it to the School Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
- Employees should provide not less than 30 days' notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, child or parent, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
- If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

- If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- NUCS will respond to a FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the school will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

When a request for FMLA leave is granted to an employee (other than a "key" employee), NUCS will give the employee a written guarantee of reinstatement at the termination of the leave, subject to limitations under the law.

Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

If an employee can return to work with limitations, the school will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the school.

Limitations on Reinstatement

NUCS may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the school's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the school's employees within seventy five (75) miles of the employee's worksite.

A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the school determines that substantial and grievous injury to the school's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the school will notify the "key" employee in writing (by certified mail) of its intent to refuse

reinstatement and will explain the basis for finding that the employee's reinstatement would cause the school to suffer substantial and grievous injury. If the school realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the school's written permission. An employee who accepts such employment without the school's written permission will be deemed to have resigned from employment at the school.

II-16 Pregnancy Disability Leave Policy

NUCS in compliance with the California Pregnancy Disability Act will give each eligible employee an unpaid leave of absence of up to four (4) months, per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events that May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within a four month period (example: For a full time employee who works five eight hour days per week, four months would mean 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by-case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the

leave, with or without further accommodation, and whether or not additional leave would create an undue hardship for the school. The school is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

The receipt of vacation pay, sick leave pay or state disability insurance benefits, will not extend the length of pregnancy disability leave.

Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

NUCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) month in a twelve (12) month period. NUCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Procedures for Requesting and Scheduling Pregnancy Disability Leave

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the School Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- Employees should provide not less than 30 days' notice or such shorter notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is

grounds for denial of a leave request, except if the need for pregnancy disability leave was an emergency or was otherwise unforeseeable.

- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
- NUCS will respond to a pregnancy disability leave request within 10 days of receiving the request. If a pregnancy disability leave request is granted, the school will notify the employee in writing that the leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Medical Certifications

An employee requesting pregnancy disability leave must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.

Recertification is required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.

Return to Work

Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

- a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

When a request for Pregnancy Disability leave is granted to an employee, NUCS will give the employee a written guarantee of reinstatement at the termination of the leave, with the limitations explained above.

In accordance with NUCS policy, before an employee will be permitted to return from pregnancy disability leave of three (3) days or more, the employee must obtain a certification from his/her health care provider that he /she is able to resume work.

If an employee can return to work with limitations, the school will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the school.

Employment during Leave

No employee, including employees on Pregnancy Disability leave, may accept employment with any other employer without the school’s written permission. An employee who accepts such employment without the school’s written permission will be deemed to have resigned from employment at the school.

II-17 Workers' Compensation Policy

All NUCS's personnel are covered by workers' compensation insurance. Employees are required to report any accidents and/or injuries occurring on the job to their immediate supervisor or the Director immediately so that the required reports can be completed.

NUCS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any workers' compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form) and return it to your supervisor; and
- Provide NUCS with a certification from a healthcare provider regarding the need for worker's compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the policy of NUCS that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. NUCS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to our school's operation.

If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

All accidents and injuries must be reported to the employee's supervisor and to the individual responsible for reporting to NUCS's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to NUCS's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Worker's Compensation Bureau and the insurance carrier.

When there is a job-related injury that results in lost time, the employee must have a medical release from NUCS's approved medical facility before returning to work.

Any time there is a job-related injury; NUCS's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

II-18 Leave of Absences Policy

It is the Policy of NUCS to follow all State and Federal law regarding the following leave of absences:

It is the employee's responsibility to complete a SF-19 absence form, when required, and submit it to the Personnel/Payroll department.

Military Leave of Absence

NUCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the school shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, Northern United Charter Schools will reinstate those employees returning from military leave to their same position or one with the same status and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

NUCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the school with (1) a written notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Jury and Witness Duty

NUCS shall grant paid leave to an employee needing leave to:

- Serve on a Jury.
- Appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order.
- Obtain any relief including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or his/her child.

Voting Time Off

Employees of NUCS who do not have sufficient time outside of their regular working hours to vote in an official state sanctioned election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or the end of the employee's regular work day.

Bereavement Leave

Employees of NUCS are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, grandparents, grandchild, and son/daughter in-law). Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

School Appearance and Activities Leave

As required by law, NUCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from transitional kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of NUCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12)-month period.

To be eligible for bone marrow or organ donation leave, an employee must have been employed by the school for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the school that he/she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The school may refuse to reinstate an employee if the reason is unrelated to taking Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

NUCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide NUCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide NUCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.

2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, NUCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the School Director.

Returning from Leave of Absence

Employees must provide a doctor's return to work authorization when returning from a medical leave of absence.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the School Director or designee thirty days' notice before returning from leave. Whenever the school is notified of an employee's intent to return from a leave, the school will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed.

II-19 Homeland Security Policy

It is the policy of NUCS that in the event of a National emergency when Homeland Security initiates a “Code RED” status that the School Director or designee has the authority to cancel any student related traveling outside of the district. This includes but is not limited to: field trips, travel to sporting events, and job shadowing/mentor project traveling. In the event of a “home” game, the School Director or designee has the authority to cancel the event and reschedule at a date that is mutually satisfactory to both parties.

II-20 Emergencies and Disaster Preparedness Policy

In order to save lives and protect property, all NUCS staff and students must be prepared to respond quickly and responsibly to emergencies, disasters and events which threaten to result in a disaster.

The School Director or designee shall develop and maintain a disaster preparedness plan which details provisions for handling all foreseeable emergencies and disasters. The School Director or designee may appoint a committee to regularly review the disaster preparedness plan and recommend changes.

The School Director or designee shall augment the school plan with working plans and procedures specific to each learning center. He/she shall present a copy of these learning center plans and procedures to the NUCS Board of Directors.

Learning Center Plans shall address at least the following situations:

- A fire on or off school grounds which endangers students.
- Natural or man-made disasters.
- Bomb threat or actual detonation.
- Attack or disturbance by individuals or groups.

The School Director or designee shall ensure that the plan includes:

1. Procedures for personal safety and security.
2. Ways to ensure smooth administrative control of operations during a crisis.
3. Procedures to establish a clear, effective communications system.
4. Guidelines for law enforcement involvement, including specific steps for law enforcement intervention depending upon the intensity of the crisis.

The School Director or designee shall use state – approved Standard Emergency Management System guidelines when updating district and learning center – level emergency and disaster preparedness plans.

The School Director or designee shall consult with city and/or county agencies so that school and site plans may provide the best possible way of handling each situation and also provide for emergency communications systems between these agencies and each of NUCS learning centers.

The School Director or designee shall ensure that disaster preparedness exercises shall be held regularly at each learning center and shall demonstrate how safety procedures may be applied to various types of emergencies. All students and employees shall receive instruction regarding emergency plans.

NUCS encourages all employees to become proficient in first aid and cardiopulmonary resuscitation (CPR). The School Director or designee shall ascertain that at least one staff member at each learning center holds a valid certificate in these areas.

The School Director or designee shall provide for CPR training to be offered at least once a year for all NUCS staff.

II- 20a EMERGENCY AND DISASTER PLAN

NUCS disaster preparedness plan shall be available to staff, students, and the public in the Resource Center and at each learning center. Individual learning center disaster plans shall be provided to each teacher and shall be available for public inspection at each learning center. The Center Supervisor shall make certain that students and staff are familiar with their plans.

The NUCS shall cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.

Release of Students

The following procedures shall be followed in releasing students in the event of an emergency or disaster:

- The center supervisor or designee shall receive authorization from the School Director or designee before releasing students.
- Individual students shall not leave a learning center without receiving permission from the center supervisor.
- If possible, staff shall release students only to persons authorized on the student emergency card.
- In absence of an emergency card or in an emergency in which reference to the emergency card is impossible, individual students shall be released, upon presentation of identification, to parents/guardians, persons authorized by the parents/guardians, or to authorized persons representing public agencies that may take responsibility, when necessary, for the safety of the student.
- The center supervisor or designee shall record the release of all students.

Role of Staff

NUCS staff is considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

During an emergency, learning center staff shall fulfill the following roles:

1. The learning center supervisor shall assume overall control and supervision of activities at the learning center during an emergency. He/she shall have authority to use discretionary judgment in emergency situations which do not permit execution of prearranged plans. The center supervisor shall:
 - Direct evacuation of building.
 - Arrange for transfer of students when their safety is threatened.
 - Inform the School Director or designee of all emergency actions taken as soon as possible.
 - Survey and report damage to the School Director or designee.

- Direct rescue operations as required.
 - Direct fire-fighting efforts until regular firefighting personnel take over.
 - Disburse supplies and equipment as needed.
 - Schedule periodical fire drills and other disaster preparedness exercises and keep appropriate records.
 - Post directions for fire drills and civil defense drills in classrooms, multipurpose rooms, etc.
2. Teachers shall be responsible for the supervision of students in their charge. teachers shall:
 - Direct evacuation of students in their charge in accordance with the learning center supervisor's instruction.
 - Give the **DROP** command as necessary.
 - Take attendance, stay with the students and provide supervision.
 - Report missing students to the site supervisor or designee.
 - Send students in need of first aid to the school nurse or a person trained in first aid.
 3. The classified staff at each site and learning center shall:
 - Report a fire or disaster to the appropriate authorities.
 - Answer telephones and monitor radio emergency broadcasts.
 - Provide for the safety of essential school records and documents.
 - Assist the center supervisor as needed.
 - Organize first aid and medical supplies.
 - Supervise the administration of first aid.

FIRE DRILLS AND FIRES

Learning center supervisors shall hold fire drills at least once a month for elementary centers and at least twice a year at all high school centers. (5CCR 550)

1. Whenever the fire signal is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.
2. Teachers shall be prepared to select alternate exits and shall direct their students to these exits whenever the designated escape route is blocked.
3. The center supervisor or designee shall keep a record of each fire drill conducted and file a copy of this record with the main office of the School Director or designee.

When a fire is discovered in any part of the school, the following actions shall be taken:

- The center supervisor or designee shall sound fire signals.
- The center supervisor or designee shall call 911.
- Students and adults shall leave the building and go directly to outside assembly areas.
- Staff shall give students clear direction and supervision and help retain calm.
- In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.

- If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

BOMB THREATS

Receiving Threats

Any staff member receiving a telephoned bomb threat shall try to keep the caller on the line so as to gather information about the location and timing of the bomb and the person(s) responsible. He/she should also try to determine the caller's gender and age and should take note of any distinctive features of voice or speech and any background noises such as music, traffic, machinery or other voices.

Procedures

1. Any staff member who receives a bomb threat shall immediately call 911 and also report the threat to the center supervisor. If the threat is in writing, he/she shall place the message in an envelope and take note of where and by whom it was found.
2. Any student or employee seeing a suspicious package shall promptly notify the center supervisor.
3. The learning center supervisor or designee shall immediately use fire drill signals and institute standard evacuation procedures as specified in the emergency plan.
(cf. 3516 Emergency and Disaster Preparedness Plan)
(cf. 3516.1 – Fire Drills and Fires)
4. The learning center supervisor or designee shall turn off any two-way radio equipment which is located in the threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. NO other site or learning center staff shall search for or handle any explosive or incendiary device.

No staff or students shall reenter the threatened building(s) until the law enforcement and/or fire department staff advises the center supervisor or his/her designee that reentry is safe.

Any student who makes a bomb threat shall be subject to disciplinary procedures.

EARTHQUAKE EMERGENCY PROCEDURE SYSTEM

The School Director or designee shall establish an emergency procedure system to be followed in case of earthquakes. This system shall include, but not be limited to, the following:

1. A learning center building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff.

2. A **DROP** procedure in which students and staff members:
 - Take cover under a table or desk
 - Drop to their knees
 - Protect their head with their arms
 - Face away from the windows
3. Protective measures to be taken before, during and after an earthquake
4. A training program to ensure that all students and all certificated and classified staff are aware of, and properly skilled in, the earthquake emergency procedure system.

Learning center disaster plans shall outline roles, responsibilities and procedures for students and staff.

DROP procedures shall be practiced at least twice each semester at elementary learning centers and at least once each semester at high school learning centers.

Students shall also be taught to take the following safety precautions during an earthquake if adults are not present to give specific directions:

- If you are in the open, stay there.
- Move away from buildings, trees, and exposed wires.
- After the earthquake, if you are on your way to school, continue to school.
- After the earthquake, if you are on your way home, continue home.

Earthquake while indoors at school

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

- Teachers shall have students perform the DROP procedure.
- As soon as possible, teachers shall move the students away from windows and out from under heavy suspended light fixtures.
- Teachers shall have students leave the building in an orderly manner when the earthquake is over.

Earthquake while on school grounds

When an earthquake occurs, the following actions shall be taken by teachers or other persons in authority and students who are on learning center property:

- Teachers shall direct students to walk away from buildings, trees, poles, or exposed wires.
- Teachers shall have students perform the DROP procedure, covering as much skin surface as possible, closing eyes, and covering ears.
- Teachers and students shall stay in the open until the earthquake is over or until further directions are given.

Subsequent Emergency Procedures

- In outside assembly areas, teachers shall provide assistance to any injured students, take roll, and report missing students to the center supervisor or his/her designee.
- The learning center supervisor shall request assistance as needed from the county or city civil defense office or fire and police departments. He/she shall consider the possibility of aftershocks and shall determine the advisability of closing the learning center, with the advice of the county or city officials, as appropriate. He/she shall also contact the School Director or designee for further instruction.
- The learning center supervisor shall post guards at a safe distance from all building entrances to see that no one reenters until the buildings are declared safe. Monitors may be teachers, classified staff or parents.
- Following the earthquake, the learning center supervisor shall inspect all buildings for water and gas leaks, electrical breakages and large cracks or earth slippage affecting buildings. The learning center supervisor shall notify utility companies of any break or suspected break in lines which may present an additional hazard. If damage has occurred, the learning center supervisor shall have the proper authority shut off all utilities at the main valve.
- Teachers or students shall not light any stoves or burners after the earthquake until the area is declared safe by the proper authority.
- If the learning center supervisor believes the learning center is damaged sufficiently to be a hazard, he/she shall notify the School Director or designee and ask that the county or city building inspector check for structural failure and equipment adequacy. Until this is done, the building shall not be occupied.

II-21 Internal Complaint Policy

The purpose of the “Internal Complaint Policy” is to afford all employees of NUCS the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the School Director and/or designee to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the School Director or designee:

1. The complainant will bring the matter to the attention of the School Director or designee as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The School Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the School Director, the complainant may file his or her complaint in a signed writing to the President of the NUCS Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints against Employees

(Complaints by Third Parties against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the School Director or Board President (if the complaint concerns the School Director)

as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, School Director (or designee) shall abide by the following process:

1. The School Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the School Director (or designee) finds that a complaint against an employee is valid, the School Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the School Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The School Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the School Director) or the School Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

II-21a

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

The policy of Northern United Charter Schools is that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the School Director or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

NUCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

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 acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____
Signature of Complainant

Print Name

Received by: _____

Date: _____

II– 22 Data Storage Policy

It is the policy of NUCS to maintain and transfer school information in a way that maintains the security and confidentiality of all school information.

Employees of NUCS are given a variety of resources to do their jobs efficiently and effectively. But it's important that these resources are carefully guarded.

Storing, transferring and sharing school information comes with risks. It can result in data breaches (in which confidential data is released to people outside of the organization or employees of the organization who haven't been granted access to it), data theft (in which hackers steal information for financial gain or to gather intelligence) and misplaced data (in which original files become lost or unavailable).

1. Email

All data sent over email (as an attachment or in an email text) should be considered sensitive and protected as such. Never send work documents or information to someone outside of the school unless it has been cleared by the School Director or designee. *This includes forwarding school emails to your own personal email account.*

Note: Not all users within NUCS have access to the same information. Therefore sending emails containing confidential information such as student demographic data, parent demographic data, IEP and 504 plans, personal staff information and demographics will require pre approval from your supervisor. This information should not be shared outside of NUCS emails without encryption.

2. Cloud storage and cloud applications

We appreciate that employees may sometimes need access to work outside of the office from home, mobile devices or school equipment on the road. However, *work information should never be stored or shared to personal cloud accounts or applications, such as iCloud, Box, Dropbox, Microsoft OneDrive, etc.*

Should you need to store or backup data online NUCS will maintain a google drive account that will be maintained and monitored by the School Director or designee.

3. Physical storage devices

Storing work data on physical devices, including but not limited to USB drives, memory cards, CD or external hard drives, must be pre-approved School Director or designee.

- Employees of NUCS must only use devices provided by the school unless otherwise given permission.
- NEVER use or even plug in a USB drive that you have found or been given as a promotional item. These devices may contain hidden malware or viruses.
- Lost or stolen devices must be reported to IT immediately to help ensure their safe return and prevent a data leak.

4. Social media for work data

Work data or information must never be shared over personal social media accounts such as Facebook, LinkedIn, Google Plus, etc.

II-23 Reimbursement Policy

NUCS shall reimburse employees for all reasonable and documented expenses they incur in carrying out their job duties. It is the policy of NUCS to allow employees to submit reimbursement forms on a monthly basis.

A pre-approval form must be submitted and approved prior to the purchase of anything for which reimbursement is sought. Reimbursements must be pre-approved by the School Director or designee at least two (2) days prior to purchase. Any reimbursement received without an active pre-approval form in place will require administrative review and approval before payment. Reimbursement forms must be submitted with the original receipt of purchase. Reimbursements must be submitted by July 15th each school year.

PLEASE NOTE: ONLY EMPLOYEES ARE ELIGIBLE FOR REIMBURSEMENTS.

II-24 Mileage Reimbursement Policy

It is the policy of NUCS to offer educational services to any student within counties (Humboldt and Siskiyou) that it serves, and to reimburse employees for mileage on a per mile basis for an employee's use of their own personal vehicle. The per mile reimbursement amount will be the standard mileage rate as determined by the Internal Revenue Service.

Please note the following:

- All employees requesting mileage reimbursement are required to furnish the School Director with information containing the destination of each trip and a map printout of the route, its purpose and the miles driven, parking fees, and tolls. Original receipts must be included when available (e.g., tolls, parking fees, etc.). Requests for mileage reimbursement must be submitted within one (1) month of the travel date.
- Commute mileage is not eligible for reimbursement.

PLEASE NOTE: REIMBURSEMENTS FOR MILEAGE MUST RECEIVE PRIOR ADMINISTRATIVE APPROVAL.

II-25 Home Visits Policy

It is the policy of NUCS to allow employees and contracted personnel or any representative of NUCS to go to a student's home to provide instruction and to complete the required Learning Record meeting, as needed. Home visits are at the complete discretion of the employees and contracted personnel.

There must be someone over the age of twenty-five (25) present in the home to supervise the visit with the student. If the student is home alone or with an under-age person, the learning record meeting must be rescheduled for a time when adequate supervision is available.

In lieu of a home visit, a meeting can be scheduled at a school resource center or a neutral public location, such as a library or restaurant in alignment with the terms of each student's master agreement.

NUCS values the safety and well-being of their employees so the following guidelines must be followed:

Scheduling the Visit Guidelines:

When contacting the parent/guardian to schedule a visit with the student, ask questions that could impact your visit such as:

- Are there dogs? Are the dogs contained in a fenced area? Determine if there are dogs or other animals present and if so, that they will be in a secured, fenced area before you arrive.
- Are there any specific circumstances that you need to be aware of before arriving (dirt driveway conditions, smokers in the home, illness or other medical conditions with family members that may affect your meeting with the student)?
- When meeting a student in a private setting, the Regional Director of your scheduled visit, and the address of where you will be going. Verify that someone will check if you do not return when scheduled.
- If you have a cell phone, have it with you during the visit.
- Are there firearms in the home? Are they locked in a safe or similar locking container?

PLEASE NOTE: ALL EXPECTATIONS AS DESCRIBED IN THE PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY REMAIN IN EFFECT DURING HOME VISITS.

II- 26 Tutoring/Vendor Services Policy

NUCS knows it is important to create quality opportunities for its students. It is the responsibility of the teacher to counsel their families to identify the type of vending/tutoring services that will best improve each individual student's education.

Outside vendors will only be used when the service that is being provided is not a service that School employees can provide (e.g., swim lessons, music lessons, specialized physical fitness programs like karate, dance etc.). Outside vendors must be pre-approved by NUCS to ensure that all have been fingerprinted and received background clearance through the Department of Justice in accordance with Education Code Section 45125.1, to ensure TB testing and clearance as applicable, and to ensure that facilities where vendors operate are reviewed against California's Megan's law website for the presence of registered sex offenders.

Teachers who work at a learning center and are receiving a salary cannot submit for tutoring or small group instruction.

Small group instruction will be defined as any class with three (3) or more students actively enrolled. Any class that drops below three (3) students will be considered tutoring and the pay will reflect the change.

NUCS provides maximum rates for vendor services, small group instruction and tutoring as listed below:

- Classes with an enrollment of three (3) or more is not to exceed \$33.00
- Classes with an enrollment of less than three (3) is not to exceed \$16.50
- Teachers cannot be paid as a vendor for tutoring their own children.

PLEASE NOTE: ANY EXCEPTIONS TO THIS POLICY MUST BE APPROVED BY THE SCHOOL DIRECTOR OR DESIGNEE

II-27 Teacher/Vendor Relationship Policy

NUCS teachers have the responsibility to oversee all direct instruction of their students. This includes assigning course work, assessments, collection of student work samples, grade determinations, overseeing vendors and tutors who work with their students, and the writing and submission of learning records.

Tutors and/or vendors working with individual students and/or small groups shall submit all work completed by the students to the teacher of record for final grading determination.

The grade given to each student shall be the grade determined by the teacher of record and the determination of the student's grade by the teacher, in the absence of clerical or mechanical err, fraud, bad faith, or incompetency, shall be final.

The School Director or designee shall not order a pupil's grade to be changed unless the teacher who determined such grade is, to the extent practicable, given the opportunity to state orally, in writing, or both, the reasons for which such grade was given and is, to the extent practicable, included in all discussions relating to the changing of such grade.

II-28 Learning Records Policy

NUCS has 10 learning periods in each school year equaling 180 school days. It is the policy of NUCS to receive learning records for every student enrolled in each learning period. Learning records are due 10 working days after the end of the learning period.

Please be aware of the following penalties for habitually late Learning Records and paperwork:

- Teachers will receive a warning after paperwork is one month late. If not corrected within the next learning period, or if additional paperwork is one month late, administration will be informed and the teacher will not be allowed to enroll any additional students or transfer students from another teacher until all paperwork is completely caught up and the teacher has successfully turned in paperwork on time for an additional month.
- Teachers, who are two months behind on turning in their learning records, will be required to drop their student load down, by five student increments, even if they have 25 or fewer students. They will be notified in writing of this by the Superintendent or designee.
- Teachers with delinquent paperwork (learning records, portfolios, report cards, enrollment packets, student agreements and any other mandatory paperwork) will not be permitted to enroll new students.

Further infractions of late paperwork will result in the teacher being placed on employment probation. This will include a mandatory meeting with the School Director or designee and a letter of employment probation, stating the reasons and duration of the probation, and corrective actions that need to be taken, placed in their employee file.

II-29 Portfolio Requirements Policy

All Northern United Charter Schools teachers are required to maintain and submit portfolios for every student that is or has been enrolled with them. This includes dropped students. The requirements for submitting portfolios are as follows:

Elementary Portfolios

All Elementary Portfolios are due with Learning Period 7 learning records.

Portfolios need to include the following:

- Portfolio checklist
- Work Samples for both semesters, clasped together by semester, in the order of the checklist. Samples must show work done by the student that is appropriate for each academic subject. PE and other electives may have a photograph of activity, but there must be a signed log sheet or brief description of the photo to be acceptable.
- These items go into an unclasped 9 x 12 manila envelope with proper labeling:
 1. Name of School
 2. Student Name, grade, student number
 3. Teacher Name and management code
 4. Spring or Fall semester—year

High School Portfolios

All high school portfolios are due within 10 working days after the end of each semester.

All High School Portfolios MUST contain the following (in the same order):

- Current school pathways course schedule with correct classes and number of credits
- Report Card with grades, course titles which match the course schedule, growth area, and credits earned
- Copy of final learning record with all subjects and # of credits
- Portfolio checklist with all current classes listed
- One sample of work for each high school course
- Samples, Portfolio Checklist, and Report cards must all be in the same order.
- These items go into an unclasped 9 x 12 manila envelope with proper labeling:
 1. Name of School
 2. Student Name, grade, student number
 3. Teacher Name and management code
 4. Spring or Fall semester—year

Please note:

Elective courses require work samples or a signed (by parent), specific log sheet describing what was done during each session for one learning period.

PE work samples must be in the form of a worksheet or a detailed written paragraph about the subject or activity.

Driver's Education classes will require a work sample of coursework completed.

English courses require an essay as a work sample.

History courses require an essay or test as a work sample.

Drop Portfolios:

Drop portfolios for all dropped students are due within 5 working days of the drop date, meeting the same requirements as above.

If the student was enrolled for 2 weeks or less, then a minimum of 2 work samples will need to be in the drop portfolio. Please include a copy of the drop form.

All portfolios should be sent to the Learning Record Coordinator.

II-30 Suicide Prevention Policy

The Board of Directors of Northern United Charter Schools recognizes that suicide is a leading cause of death among youth and should be taken seriously. The School's personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed measures and strategies and procedures for suicide prevention, intervention, and postvention.

In compliance with Education Code Section 215, this policy has been developed in consultation with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations in planning, implementing, and evaluating the the School's strategies for suicide prevention and intervention. The School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the School shall appoint an individual (or team) to serve as the suicide prevention point of contact for NUCS. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

A. Staff Development

The School, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;

- How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
- Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care; and
 - Youth who have suffered traumatic experiences.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on charter school guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the School guidelines;
 - School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - Responding after a suicide occurs (suicide postvention);
 - Resources regarding youth suicide prevention;

- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

B. Employee Qualifications and Scope of Services

Employees of the School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

C. Parents, Guardians, and Caregivers Participation and Education

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This suicide prevention policy shall be prominently displayed on the NUCS Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

D. Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, the School along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the School and is characterized by caring staff and harmonious interrelationships among students.

The School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the School's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

NUCS will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

E. Intervention and Emergency Procedures

NUCS designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Director
- School Psychologist
- School Counselor

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at the School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;
 - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
4. After a referral is made, the School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, NUCS may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at NUCS.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the NUCS campuses, the suicide prevention liaison shall follow the crisis intervention procedures contained in the School's safety plan. After consultation with the School Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The NUCS staff may receive assistance from the school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the School campus and unrelated to school activities, the School Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like NUCS to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

F. Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in NUCS activities to notify a teacher, the School Director, another School administrator, psychologist, school counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. The School staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

G. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. NUCS shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Director to:
 - Confirm death and cause;
 - Identify a staff member to contact deceased's family (within 24 hours);
 - Enact the Suicide Postvention Response;
 - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;

- Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
- Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify what social media platforms students are using to respond to suicide death, and identify/train staff to monitor social media outlets if needed;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceased
 - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

SECTION III

OPERATIONAL POLICIES AND PROCEDURES

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III-01

Transitional Kindergarten Policy

NUCS desires to offer a high quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social and emotional skills they need to succeed in kindergarten and beyond.

NUCS's transitional kindergarten shall be the first year of a two-year kindergarten program. The Northern United Charter School's Board of Directors encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation and evaluation.

For information regarding eligibility, programming, and program assessments, please refer to Education Code section 48000 or contact the Administrative Office.

III-02 Student Grading, Promotion, and Retention Policy

Grading Policy

Students at NUCS will earn grades based on their demonstration of mastery of the California Content Standards. Grades will include student performance on in-class work, homework, assessments, and other components as applicable to each content area. The following table indicates the ways in which letter, percentage, and rubric grades will be used at NUCS and what these grades mean in terms of a student's level of mastery of the State Content Standards.

There will be school-wide standards for grading. Teachers will be trained on the School's policy and will work with the School Director and teachers to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of State Content Standards.

NUCS promotes students to the next grade level at the end of each school year. NUCS does not allow mid-year promotions.

Promotion Policy

Basis for Promotion and Advancement

At the School we understand that a solid academic foundation at each grade level is critical for success in challenging academic programs ahead and ultimately college. Our curriculum is designed to ensure that students master benchmarks necessary on the road to success. Therefore, we believe that we would do our students a grave disservice to promote them to the next grade or level without out their having demonstrated a sufficient level and depth of mastery.

Grade Level Promotion

Promotion to the next grade is dependent upon sufficient mastery of all subjects. Sufficient mastery in a subject is indicated by a grade of 70% or better. All grades will be calculated based upon a student's achievement in three areas: homework, tests and quizzes, and individual teacher assessments. While teachers will have some flexibility in determining the exact percentage of the total grade that each carries, the percentages must fall within the school guidelines.

For English Learners, retention will not be based on the student's lack of English fluency as related to meeting English standards.

Continuation to Kindergarten

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance. A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten.

Retention Policy

Students who are in danger of being retained will receive one (1) or more communication(s)/progress reports from the teacher in whose class the student is struggling prior to the close of the grading period. Teacher, parent, and student will work together to come up with a strategy for grade improvement. In the event that a student is unable to improve their grade, the School will provide written notification of its decision to retain the student.

While retention due to lack of effort is not something to be celebrated, we believe that when students recognize their mistakes and make a conscious decision to do better – that is something worth celebrating. Therefore, we will cultivate a school atmosphere where retention is not something to be ashamed of, but rather it is an indication that a student is willing to persevere and do the hard work necessary to be a leader who truly exhibits the School's values.

III-03

Assessment Data Policy

Northern United Charter Schools determines the reading and mathematics levels of all new students enrolling in the School to assess and place them at an academic level where they can be successful and continue to learn. The School will take into consideration the following multiple objective academic measures of pupil performance:

- Interim and Summative Assessments from previous school (“CAASPP”)
- End of course final, summative assessment grade measuring student mastery on state-adopted standards with a grade of C or better, and demonstrating sufficient preparation for the course.
- Current IEP assessment information
- Results from a charter approved diagnostic assessment administered in the first month of school or enrollment selected from the following list:
 - Scholastic Reading Inventory (“SRI”)
 - STAR 360 (STAR Math and STAR Reader assessment diagnostic tool)
 - Fry
 - San Diego Quick Assessment
 - Brigance

Teachers will be required to maintain an assessment folder for each of their students.

III-04

Mathematics Placement Policy

This policy has been adopted to establish a fair, objective, and transparent protocol for placement in mathematics courses for students entering 9th grade, in order to ensure the success of every student and to meet the Legislative intent of the California Mathematics Placement Act of 2015.

1. In determining the mathematics course placement for entering 9th grade students, NUCS systematically takes multiple objective academic measures of student performance into consideration, including:
 - a. Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”);
 - b. Placement tests that are aligned to state-adopted content standards in mathematics;
 - c. Recommendation, if available, of each student’s 8th grade mathematics teacher based on classroom assignment and grades;
 - d. Recommendation, if any, of each student’s 9th grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
 - e. Final grade in mathematics on the student’s official, end of the year 8th grade report card;
 - f. Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year as described in Section 2, below.

2. NUCS will provide at least one (1) placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress. All mathematics teachers responsible for teaching 9th grade students will assess the mathematics placements for each 9th grade student assigned to the teacher’s mathematics class. The teacher’s assessment will take into consideration factors which may include, but are not limited to, the student’s classroom assignments, quizzes, tests, exams, and grades, classroom participation, and any comments provided by the student, the student’s parent/legal guardian, and/or the student’s other teachers regarding the student’s mathematics placement. Based on the assessment, the teacher will then recommend that the student remain in the current mathematics placement or be transferred to another mathematics placement, in which case the teacher shall specify the mathematics course or level recommended for the student.

3. The School Director, or his or her designee, shall examine aggregate student placement data annually to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures included in Section 1 of this policy are not held back in a disproportionate manner on the basis of their race, ethnicity,

gender, or socioeconomic background. NUCS shall annually report the aggregate results of this examination to the NUCS Board.

4. NUCS offers clear and timely recourse for each student and his or her parent or legal guardian who questions the student's placement, as follows:
 - a. A parent/legal guardian of any 9th grade student may submit a written request to the School Director, or his or her designee, that:
 - i. Requests information regarding how the student's mathematics placement was determined. Within five (5) days of receipt, the NUCS School Director or designee shall respond in writing to the parent/legal guardian's request by providing the information, including the objective academic measures that NUCS relied upon in determining the student's mathematics placement.
 - ii. Requests that the student retake the placement test, in which case the School Director or designee will attempt to facilitate the retest within two (2) weeks.
 - iii. Requests that the student retake the 8th grade end of course final mathematics assessment, in which case the School Director or designee will attempt to facilitate the retest within two (2) weeks.
 - iv. Requests reconsideration of the student's mathematics placement based on objective academic measures. Within five (5) school days of receipt, the NUCS School Director or designee shall respond in writing to the parent/legal guardian's request. The School Director or designee and the student's mathematics teacher must assess the objective academic measures provided by the parent in conjunction with the objective academic measures identified in Section 1 and 2 of this policy. Based on this assessment, the School Director or designee must determine whether the most appropriate mathematics placement for the student is the student's current placement or another placement, in which case the School Director shall specify the mathematics course or level recommended for the student. The School Director's or designee's response must provide the determination as well as the objective academic measures that the School Director or designee relied upon in making that determination.
 - b. Notwithstanding the foregoing, if the School Director or designee requires additional time to respond to a parent/legal guardian's request, the School Director or designee will provide a written response indicating that additional time is needed. In no event shall the School Director's or designee's response time exceed one (1) month.
 - c. If, after reconsideration of the student's mathematics placement by the School Director or designee, the parent/legal guardian is dissatisfied with the student's mathematics placement, the parent/legal guardian may choose to sign a voluntary waiver requesting that the student be placed in another mathematics course against the professional recommendation of the School Director or designee, acknowledging and accepting responsibility for this placement.
5. NUCS shall ensure that this mathematics placement policy is posted on its website.

6. This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

III-05 Student Acceptable Use Policy/Google Suite for Education

Northern United Charter Schools (“NUCS” or the “School”) adopts this Student Use of Technology Policy and Acceptable Use Agreement.

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. The School offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The School Governing Board intends that technological resources provided by the school be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

Educational Purpose

Use of school equipment and access to the Internet via NUCS equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students and staff have a duty to use school resources only in a manner specified in the Policy.

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

“Inappropriate use” means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Notice and Use

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

Before a student is authorized to use the School's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold NUCS or any of the School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the School and NUCS personnel for any damages or costs incurred.

Safety

The School shall ensure that all school computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are

harmful to minors. While NUCS is able exercise reasonable control over content created and purchased by the School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

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

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

The School Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.¹ Students are expected to follow safe practices when using school technology.

¹ "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

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

As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site, including, but not limited to:
 - Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
 - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - Creating a false profile for the purpose of having one or more of the effects of bullying. A "false profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to NUCS, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of NUCS computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Director or designee shall block access to such sites on school computers with Internet access.

The Director or designee shall oversee the maintenance of the School's technological resources and may establish guidelines and limits on their use.

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

Student use of school computers, networks, and Internet services is a privilege, not a right. Compliance with the School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

Google Suite for Education

The School utilizes Google Suite for Education for students, teachers, and staff. The following services are available to each student and hosted by Google as part of NUCS's online presence in Google Suite for Education (GSFE):

Mail - an individual email account for school use managed by NUCS. Students may exchange mail only with NUCS students and staff and other NUCS authorized individuals and organizations.

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- An act of cyber sexual bullying. The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of bullying. 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. The term "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.

Calendar - an individual calendar providing the ability to organize daily activities and assignments.

Docs - a word processing, spreadsheet, drawing, and presentation toolset that is similar to Microsoft Office.

Sites - an individual and collaborative website creation tool.

Classroom - a tool allowing teachers to create and collect assignments in a paperless manner.

Using these tools, students collaboratively create, edit and share files and information for school related projects and communicate via email with other students and teachers. These services are entirely online and available anytime from any Internet connected computer. Examples of student use include showcasing class projects, building an electronic portfolio of school learning experiences, and working in small groups on presentations. GSFE services may be added or removed as deemed appropriate by NUCS.

Guidelines for the Responsible Use of Google Suite for Education by students:

1. **Official Email Address.** Students will be assigned a *username@nucharters.org* email account. This account will be considered the student's official NUCS email address until such time as the student is no longer enrolled with NUCS.
2. **Prohibited Conduct.** The *Student Acceptable Use Policy* above applies to GSFE.
3. **Access Restriction.** Access to and use of student email is considered a privilege accorded at the discretion of NUCS. NUCS maintains the right to immediately withdraw the access and use of these services including email when there is reason to believe that violations of law or NUCS policies have occurred. In such cases, the alleged violation will be referred to a school Administrator for further investigation and adjudication.
4. **Security.** NUCS cannot and does not guarantee the security of electronic files located on Google systems. Although Google does have a powerful content filter in place for email, NUCS cannot assure that users will not be exposed to unsolicited information.
5. **Privacy.** The general right of privacy will be extended to the extent possible in the electronic environment. NUCS and all electronic users should treat electronically stored information in individuals' files as confidential and private. However, users of student email are strictly prohibited from accessing files and information other than their own. NUCS reserves the right to access the *username@nucharters.org* Google systems, including current and archival files of user accounts when there is reasonable suspicion that unacceptable use has occurred.

For more information on GSFE, visit www.nucharters.org.

Opting Out of Google Suite for Education

You may opt out of GSFE by notifying NUCS in writing. Please be aware that because of the ever-increasing role that technology plays in all of our daily lives, opting-out of GSFE may diminish the overall quality of your child's education.

To opt-out of GSFE, write to:
Shari Lovett, School Director

Northern United Charter Schools Administration Office

2120 Campton Rd., Suite H

Eureka, CA 95503

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Acceptable Use Agreement

The School believes that providing access to technology enhances the educational experience for students. However, student use of school computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of NUCS technology resources. Students are expected to:
 - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
 - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use the School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the School is able exercise reasonable control over content created and purchased by NUCS, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither NUCS nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent agree not to hold the School or any NUCS staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the School and NUCS personnel for any damages or costs incurred.
4. **Inappropriate Use.** Northern United Charter Schools technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the School's technology primarily for educational purposes. Students shall not use NUCS technology or equipment for personal activities or for activities that violate school policy or local law. These include but are not limited to:
 - a. Playing games or online gaming.
 - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
 - c. Installing software on School equipment without the permission of a teacher or other authorized NUCS staff person.
 - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
 - e. Conducting any activity that is in violation of school policy, the student code of conduct or local, state or federal law.
 - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.

- g. Conducting for-profit business.
 - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the School's network.
 - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
 - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
 - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
5. **No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by NUCS and provided to students for educational purposes. The School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The School reserves the right to access stored computer records and communications, files, and other data stored on School equipment or sent over the Schools' networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of NUCS equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
 6. **Disruptive Activity.** Students should not intentionally interfere with the performance of the NUCS's network or intentionally damage any NUCS technology resources.
 7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
 8. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
 9. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

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

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**Acceptable Use Agreement –
Northern United – Humboldt Charter School**

As a user of Northern United – Humboldt Charter School technologies, I have read Student Acceptable Use Policy/Google Suite for Education and hereby agree to comply with it and the Acceptable Use Agreement.

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

Student Name (please print): _____ Grade: _____

Student Signature: _____ Date: _____

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____

_____ For School Employees Only _____

I have read, understand and agree to abide by the Student Acceptable Use Policy/Google Suite for Education and the Acceptable Use Agreement. I understand that NUCS’s policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the school’s technology, in addition to any separate policies governing employee use of technology.

Employee Signature: _____

Employee Name (Please Print)

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**Acceptable Use Agreement –
Northern United –Siskiyou Charter School**

As a user of Northern United – Humboldt Charter School technologies, I have read Student Acceptable Use Policy/Google Suite for Education and hereby agree to comply with it and the Acceptable Use Agreement.

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

Student Name (please print): _____ Grade: _____

Student Signature: _____ Date: _____

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____

For School Employees Only

I have read, understand and agree to abide by the Student Acceptable Use Policy/Google Suite for Education and the Acceptable Use Agreement. I understand that NUCS’s policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the school’s technology, in addition to any separate policies governing employee use of technology.

Employee Signature: _____

Employee Name (Please Print)

III-06

Independent Study Policy

Northern United Charter Schools (“NUCS” or “the School”) may offer independent study to meet the educational needs of pupils enrolled in the School. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. NUCS shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Board for implementation at the School:

1. For pupils in all grade levels offered by NUCS, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
2. When any pupil fails to complete 1 assignment during any period of 20 school days, the Administrator or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
3. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - ◆ The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
 - ◆ The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
 - ◆ The specific resources, including materials and personnel, that will be made available to the pupil.
 - ◆ A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - ◆ The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - ◆ A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

- ◆ The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - ◆ Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
4. NUCS shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the School's Act and the State Board of Education regulations adopted there under.
 5. The Administrator shall establish regulations to implement these policies in accordance with the law.

III-07

Missed Assignment Policy

Per California Education Code Section 51747, Northern United Charter Schools maintains **one (1)** as the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study.

Evaluation After Missed Assignments

After **one (1)** missed assignment an evaluation will be conducted by the School Director and/or designee and supervising teacher to determine whether it is in the best interests of the pupil to remain enrolled in independent study. The evaluation may include but is not limited to the review of the following:

- 1) Attendance based on completion of assignments as quantified by the assigned supervising teacher;
- 2) Demonstration of skills on assignments;
- 3) Standardized test scores;
- 4) Written tests and reports if appropriate;
- 5) Oral or written presentations;
- 6) Pupil's attitude toward learning and achievement;
- 7) Punctual attendance at scheduled appointments;
- 8) Ability to meet scheduled appointments;
- 9) Preparedness for scheduled appointments;
- 10) Pupil demonstration of adequate and appropriate progress toward
- 11) Common Core State Standards;
- 12) Appropriate learning environment;
- 13) Parent(s) ability to support pupil learning in the home.

As part of the evaluation process, the pupil, parent(s), guardian(s) or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder (all generally referred throughout as "Parent(s)") will be invited to present evidence to the individual or individuals conducting the evaluation. During this meeting, the School will determine whether it is in the best interest of the pupil to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's mandatory interim record.

Additional Consideration for Pupils with a Section 504 Plan or IEP:

If the School recommends removal from independent study as a result of the Evaluation After Missed Assignments and the pupil has a Section 504 Plan or IEP, the School shall schedule an IEP meeting or Section 504 meeting (as applicable) following applicable legal timelines, to determine the following:

- 1) Whether the missed assignment was caused by or had a direct and substantial relationship to the pupil's disability; or
- 2) Whether the missed assignment was the direct result of the School's failure to implement the IEP or Section 504 Plan, as applicable.

If the answer to either (1) or (2), above, is yes, then the missed assignment is a manifestation of the pupil's disability and the School will follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education.

If the answer to either (1) and (2), above, is no, then the pupil may be removed from independent study consistent with this policy.

This meeting may be combined with the Evaluation After Missed Assignments at the discretion of the School.

Notice of Decision and Opportunity to Request a Hearing Prior to Removal

Once the evaluation is complete, if it is determined that it is not in the best interest of the pupil to remain enrolled in the independent study program, the Parent(s) shall be notified in writing of the School's intent to remove the pupil as it is not in their best interest to remain in independent study. The Notice shall be in the native language of the Parent(s) and provided no less than five (5) schooldays before the effective date of pupil's removal. The Notice shall include the following:

- 1) The School's intent to remove the pupil as it is not in their best interest to remain in independent study:
- 2) The opportunity of the Parent(s) to request a hearing that follows the same procedures as the School's disciplinary hearing. Parent(s) (or the pupil if over 18) must submit the request for hearing writing within three school days from the date of the Notice.
- 3) If Parent(s) or pupil over 18 requests a hearing:
 - a. It will be scheduled following the School's expulsion hearing procedures as outlined in the School's approved charter.
 - b. The pupil shall remain enrolled and shall not be removed until the School issues a final decision.
- 4) If no hearing is requested, the pupil shall be removed from the school on the date listed on the notice.

III-08 Instructional Funds Policy

Instructional funds are money allocated for each Independent Study student, not attending a learning center, enrolled with NUCS. These funds will be used for the student's educational needs. The amounts of funding that is allocated to the instructional fund accounts will be based upon the student's enter date. The maximum dollar amount will be set for each year prior to the first day of school. **All items purchased with Instructional Funds are the property of NUCS. All non-consumable materials must be returned to NUCS at the end of the school year for re-use.**

Instructional funds for students enrolled in a center based program will be combined into that center's budget and used to pay for the materials and services you receive through the learning center. This means there are no individual instructional funds accounts separate from the center. Even though these center based programs do not have individual instructional fund accounts, this policy still applies for any requested purchases of materials or services by the center as a whole (or any individual student of the center).

A NUCS teacher will meet with each student's parent/guardian at the start of each semester to assess the necessary academic materials and services necessary for the student. The teacher will ensure that the School makes all necessary purchases for the student up to the maximum dollar amount of the instructional funds; no actual money will be given to the parent/guardian.

All requests for the use of instructional funds must go through the teacher who will submit the proper forms to the business office for approval. No materials or services may be purchased without approval from NUCS's administration office. The business office will be responsible for tracking all student accounts.

All students at NUCS will be provided all supplies and/or equipment that are necessary for their core-academic programs and services. Instructional funds can be used to purchase additional supplies, equipment, and/or services, which will enhance the educational program of the student.

Student instructional funds are applied for the year in which they are generated with no rollover from a previous year. Once one school year ends, the student's funding will end for that year also. New funding will begin on the next school year start date at the amounts stated for the student budget for that particular school year.

Some examples of materials and services that may be purchased with instructional funds include, but are not limited to, the following:

- Textbooks and workbooks, in addition to the core curriculum materials
- Core subject tutoring and small group instruction
- Manipulatives
- Supplemental school supplies and equipment
- Art Supplies
- Art Lessons
- Music Supplies
- Music Lessons

- PE services
- Drivers Education
- Materials for electives

Below is a more detailed criteria of the materials and services that may and may not be purchased using instructional funds.

Criteria of Materials That Can Be Purchased with Instructional Funds:

Definition: ADA funding is received for the purpose of supporting new learning for a student and some minimal practice of those newly learned skills. Therefore, ADA funding may be spent for basic educational items that support new learning and that fall into these categories:

Materials must be used to meet student standards for the student that the materials are being purchased for.

The following purchases are acceptable:

- Basic school & office supplies adequate for learning basic course skills (non-professional or school grade only).
- Enough basic raw materials (not top-of-the-line) for learning basic course skills in one learning record documented educational project: fabrics, wood, yarn enough for one project, (Exception: no food purchases allowed) (Teachers are responsible for monitoring quantities of items purchased).
- Art supplies that are of student grade only (non-professional supplies).
- Basic equipment (not top-of-the-line) for documented learning as needed by student: sewing machine, cassettes players, manipulatives, cameras, tools (not power tools).

The following types of items are not acceptable:

- Furniture
- Internal computer parts for non-school owned computers
- Ready-made clothes
- Ready-made jewelry
- Toys
- Personal hygiene items
- Personal PE items including but not limited to: skis, bicycles and clothing
- Home and office equipment including but not limited to: faxes, copiers, telephones, answering machines, TVs, VCRs and DVD/CD Players
- Kitchen equipment including but not limited to: popcorn poppers, trays, plates, silverware
- Yard equipment including but not limited to: grass watering kits, garden ponds, swimming pools
- Picture frames

Materials must not be sectarian nor denominational.

The following types of items are strictly prohibited:

- Religious materials of any type: Books, CD- ROMS, CDs, Videos, Cassettes, Tapes, Posters, etc.

Materials must not expose teachers, students or staff to any dangerous materials or serious injury.

The following types of items are strictly prohibited:

- Poisons
- Knives
- Bows and Arrows
- Darts with sharp points
- Trampolines
- Swimming pools
- Rocket engines
- Weapons
- Power tools
- Large or heavy items must be limited to those items which the teacher can easily transport.

All materials purchased with instructional funds must be represented in the Learning Records for the student.

All requests for the use of instructional funds will be reviewed by NUCS administration who may request further information from the teacher and/or parent/student.

Services purchased with instructional funds must be for the educational development of the student.

The following services are acceptable (including, but not limited to):

- Academic tutoring and small group instruction
- Music lessons
- Art lessons
- PE courses (Gymnastics, Martial Arts, Swimming, Tennis – must be offered through an insured instructor or MVCS staff member)
- Driver's Education courses

The following services are not acceptable (including, but not limited to):

- Boxing lessons
- Diving lessons
- Scuba diving
- Mountain bike riding
- Rock climbing
- Any service that may involve physical activities that could put the student, teacher or staff in danger. If the activity is not listed above as an acceptable service then the NUCS

administration office will review each requested service to ensure that it meets the safety standards of NUCS.

NUCS may request proof of insurance from any business or person before approving for a service to begin. Additional insurance for any service may not be purchased through instructional funds.

All person(s) or businesses that perform services which are to be paid for with instructional funds must be cleared through the administration office of NUCS PRIOR to the start of the services being rendered.

NUCS reserves the right to refuse any purchase and/or business or person for any reason.

III-09

Volunteer, Visitation, and Removal Policy

While Northern United Charter Schools (“NUCS”) encourages parents/guardians and interested members of the community to visit the School’s campus, including all learning/resource centers and view the educational program, NUCS also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

Nevertheless, to ensure the safety of students and staff as well as to minimize interruption of the instructional program, NUCS has established the following procedures, to facilitate volunteering and visitations during regular school days:

Volunteering

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

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with NUCS a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the NUCS Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
3. Volunteering must be arranged with a teacher and School Director or designee, at least forty-eight (48) hours in advance.
4. A parent or guardian may not volunteer in the classroom for more than four (4) hours per month.
5. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.
6. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality.

7. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
8. Volunteer hours are applied to the non-mandatory 20 hours of volunteering requested pursuant to the School's charter petition.
9. This Policy does not authorize NUCS to permit a parent/guardian to volunteer or visit the School campus, if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Visitation

1. Visits during school hours should first be arranged with the teacher and School Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents seeking to visit a classroom during school hours must first obtain the approval of the teacher and the School Director or designee.
2. All visitors shall register in the Visitors Log Book and complete a Visitor's Permit in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide his/her name, address, age (if under 21), his/her purpose for entering school grounds, and proof of identity.
3. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. NUCS shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by NUCS, consistent with the law. The NUCS Governing Board and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

For purposes of school safety and security, the School Director or designee may design a visible means of identification for visitors while on school premises.

4. Except for unusual circumstances, approved by the School Director, NUCS visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.
5. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher's and School Director's written permission.
6. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
7. The School Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
8. The School Director or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt NUCS's orderly operation. If consent is withdrawn by someone other than the School Director, the School Director may reinstate consent for the visitor if the School Director believes that the person's presence will not constitute a disruption or substantial and material threat to NUCS's orderly operation. Consent can be withdrawn for up to fourteen (14) days.
9. The School Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the School Director or designee shall inform the visitor that if he/she reenters the school without following the posted requirements he/she will be guilty of a misdemeanor.
10. Any visitor that is denied registration or has his/her registration revoked may request a conference with the School Director. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the School Director with fourteen (14) days of the denial or revocation of consent. The School Director shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with the School Director shall be held within seven (7) days after the School Director receives the request. If no resolution can be agreed upon, the School Director shall forward notice of the complaint to the NUCS Board of Directors. The NUCS Board of Directors shall address the Complaint at the next regular board meeting and make a final determination.

11. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the School Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this policy.
12. The School Director or designee shall seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, he/she will be guilty of a crime as specified which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, disruption by a parent, guardian or other person at a school or school sponsored activity is punishable, upon the first conviction by a fine or no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both the fine and imprisonment.

Disruptive conduct may lead to NUCS's pursuit of a restraining order against a visitor, which would prohibit him/her from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Injuries Occurring While Acting as a Volunteer

Unsalariesed volunteers shall be considered employees of NUCS for workers' compensation insurance purposes. If injured while serving as volunteers in the school, they should file workers' compensation insurance forms provided by the business office.

III-10

Meetings within the Home Policy

It is the policy of NUCS to allow employees and contracted personnel or any representative of NUCS to go to a student's home to provide instruction and to complete the required Learning Record meeting, as needed. Home visits are at the complete discretion of the employees and contracted personnel. To be clear, employees and contracted personnel may choose not to meet in a student's home, with or without cause, to provide instruction and to complete the required Learning Record meeting.

If a home visit is utilized, Parents/Guardians are responsible for ensuring the following:

- 1) There must be someone over the age of twenty-five (25) present in the home to supervise the visit with the student. If the student is home alone or with an under-age person, the learning record meeting must be rescheduled for a time when adequate supervision is available.
- 2) Notification to the employee of any animals in the home. If the employee expresses any concern, animals must be secured in an area without access to the teacher.
- 3) Notification to the employee of any health and safety issues that may impact the employee's visit, such as construction, smokers, weapons, illness or other medical conditions in the home.
- 4) All firearms must be locked in a safe or other locking container out of reach of students at all times during employee visit.

If an employee declines a request to meet in the home, a meeting can be scheduled at a school resource center or a neutral public location, such as a library or restaurant in alignment with the terms of each student's master agreement.

III-11

Field Trip Policy

Northern United Charter Schools recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to enhance students' education wherever possible.

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

Teachers are encouraged to plan, promote and produce appropriate, effective, exciting and valuable educational field trips and excursions to expand student knowledge base and growth.

The School Director or designee shall ensure that the field trips and excursions have an adequate number of adults attending and are monitored and are continually evaluated, thereby, ensuring that the activities promote the philosophy, goals and objectives of the School's educational program.

The School Director or designee shall not approve any activity that he/she considers to be inherently dangerous to students.

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

The School Director or designee shall ensure that the following items will be adhered to for all field trips and excursions:

REQUEST FOR APPROVAL

- A Field Trip Request Form must be filled out and sent to the resource center in Cutten for approval at least one week prior to the day of departure. Overnight field trips and field trips out of the county or state must have Board approval. Requests to the Board must be submitted a minimum of thirty (30) days prior to the next regularly scheduled Board meeting and must include a complete itinerary of the trip, drivers, and waiver forms.
- A list of chaperones must be submitted to the charter office **PRIOR** to departure. Chaperones must be over 21 years of age. The chaperone/student ratio cannot be less than one adult per six students. On overnight field trips more chaperones may be required.
- A student roster of all students who are going on the field trip must be prepared and one copy must be submitted to the Cutten resource center **PRIOR** to departure and one copy must be given to each chaperone.

PERMISSION SLIPS

- Every student must have a completed "blanket" field trip form on file before he/she can go on any day field trips.
- For overnight or out of District field trips, a Field Trip/Excursion Waiver Form must be completely filled out and signed by a parent/guardian and submitted to the resource center

in Cutten for every student planning on attending the field trip **PRIOR** to the departure date of the trip.

Items that will be included on the permission slip are:

- Emergency phone number for each student;
- Any medication the student is required to take with the time and dosage required;
- Any medications the student is allergic to; and
- Any other medical information necessary to ensure the student's safety.

Even though we would like to include every student, there may be a situation when NUCS must use its discretion to exclude a student from a field trip or excursion when that student's presence and participation would pose a safety or disciplinary risk.

The School provides student accident insurance which covers medical expenses arising from student injuries while at a NUCS learning center or while participating in a school sponsored off campus activity. The family's health insurance is primary, but if there is no health insurance, the NUCS's student accident insurance becomes primary. Information and applications for student accident insurance are available from Northern United Charter School's insurance representative located at the Cutten Resource Center.

The teacher coordinating the field trip will be present to supervise the field trip or excursion. The School Director will be designated as the emergency contact for the group on the field trip or excursion. Any injuries or unusual incidents occurring during the field trip or excursion will be documented in writing by the coordinating teacher and given to the Superintendent or designee.

NUCS employees or volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion.

Students are under the jurisdiction of the school at all times during the field trip or excursion and school rules are to be adhered to at all times. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and the use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.

TRANSPORTATION

The School shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used.

All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity vehicle. Any employee or volunteer convicted of a felony shall not be permitted to transport NUCS students on school business.

Any privately owned vehicle used in the transportation of students to and from the activity must be safe and reliable.

At all times during the field trip or excursion, teachers, staff, and parents/guardians will use the safest mode of transportation and the safest and most direct routes of travel.

Field trips requiring the transportation of students in private vehicles must submit to the resource center in Cutten prior to the field trip the following items:

- A list of all drivers
- A Proof of Insurance form, showing an Insurance minimum of \$100,000/\$300,000 Liability with Uninsured Motorist coverage, for each driver must be on file at the Cutten Resource Center.
- A Field Trip Driver Form for each driver needs to be sent in to the Cutten Resource Center.
- A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for school field trips and excursions.
- A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.

Field trips requiring the transportation of students in buses shall have at least one certificated employee in attendance on the bus at all times.

REVIEW OF EMERGENCY AND SAFETY PROCEDURES

- Every student must wear a seatbelt. The number of passengers to be transported in a vehicle is not to exceed the number of seatbelts.
- The School **DOES NOT** provide collision or comprehensive coverage for owners driving and transporting school children.
- The teacher in charge will make sure that each student has an emergency card on file and that the information is current. The teacher in charge will bring on the field trip with them the emergency contact information for every student on the trip including relevant phone numbers, contact persons and the nearest emergency agency (name, address, and phone numbers).

PARENT VOLUNTEERS

Parents who volunteer to chaperone field trips are there as volunteers for the school trip, not to be there just for their child.

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

- All school rules apply to students in the volunteer's car. Volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
- Children under the age of eight must be secured in a car seat or booster seat in the back seat. Students under the age of eight who are 4'9" or taller may be secured by a safety belt in the back seat.
- Children who are eight years or older shall be properly secured in an appropriate child passenger restraint system or safety belt.
- All California driving laws must be followed: No texting or distracted driving, hands-free phone use only.
- No movies may be shown in vehicles

- No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip
- Be sure to review maps and directions from the teacher prior to leaving
- No buying treats for students in the car
- Call the NUCS Office immediately if a problem occurs.
- **UNDER NO CIRCUMSTANCES SHALL STUDENTS TRANSPORT OTHER STUDENTS.**

The School Director or designee will choose the number of volunteers needed to insure that there is adequate supervision of students.

SIBLINGS

A sibling is defined as a non-district enrolled minor.

Siblings are not allowed to participate in school related field trips as their presence increases the School's liability and may deflect from the supervision of enrolled students.

NON-VOLUNTEER PARENTS

The School understands parents' concerns in sending their child on a field trip without their presence. However, if the number of drivers and chaperones has been fulfilled and a parent wanting to participate is not needed, the following restrictions will apply:

- Parents cannot participate in the NCUS arranged transportation to and from the venue. They must arrive separately.
- Their child is under the supervision of NUCS during the field trip and therefore cannot go off with their parent. If a parent wishes to remove their child from the group, he/she must sign their child out, take custody and respect that the field trip has ended for that student.

DEFRAYING EXPENSES OF FIELD TRIPS AND EXCURSIONS

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

Northern United Charter Schools complies with AB 1575 regarding pupil fees. Complaints regarding noncompliance with AB 1575 may be filed with the School Director under the Uniform Complaint Policy and Procedures.

III-12

Administration of Medication Policy

The Northern United Charter Schools (“NUCS” of “the School”) staff is responsible for overseeing the administration of medication to students attending NUCS during regular school hours, including before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one overnight stay from home. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees. Any pupil who is required to take, during the regular school day, medication prescribed for him or her by a physician and surgeon, or ordered for him or her by a physician assistant practicing in compliance with Chapter 7/7 (commencing with Section 3500) of Division 2 of the Business and Professions Code, may be assisted by the designated school personnel, consistent with the physician’s orders, or may carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication if NUCS receives the appropriate written statements as follows:

1. In order for a pupil to carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication, NUCS shall obtain both a written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the pupil is able to self-administer auto-injectable epinephrine or inhaled asthma medication, and a written statement from the parent, foster parent, or guardian of the pupil consenting to the self-administration, providing a release for the designated school personnel to consult with the health care provider of the pupil regarding any questions that may arise with regard to the medication, and releasing NUCS and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication.
2. Additionally, the school nurse or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. NUCS will ensure it has the appropriate type of epinephrine auto-injector on site (i.e., regular or junior) to meet the needs of its pupils. NUCS will ensure staff properly store, maintain, and restock the epinephrine auto-injectors as needed.
3. NUCS will ensure any school personnel who volunteer are appropriately trained regarding the storage and emergency use of epinephrine auto-injectors based on the standards developed by the Superintendent of Public Instruction. NUCS will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an epinephrine auto-injector to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.
4. In order for a pupil to be assisted by the designated school personnel in administering medication other than emergency epinephrine auto-injectors or inhaled asthma medications, NUCS shall obtain both a written statement from the physician and surgeon or physician assistant detailing the name of the medication, method, amount, and time

schedules by which the medication is to be taken and a written statement from the parent, foster parent, or guardian of the pupil indicating the desire that NUCS assist the pupil in the matters set forth in the statement of the physician and surgeon or physician assistant.

Guidelines:

- The primary responsibility for the administration of medication rests with the parent/guardian, student and medical professional.
- Medication shall be administered only during school hours if determined by a physician to be necessary.
- Designated staff shall keep records of medication administered at NUCS.
- All medication will be kept in a secure and appropriate storage location and administered per physician's instructions by appropriately designated staff.
- Designated staff shall return all surplus medication to the parent/guardian upon completion of the regimen or prior to extended holidays.
- Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e. allergies, asthma, diabetes).
- The written statements specified in this policy shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.
- A pupil may be subject to disciplinary action if that pupil uses auto-injectable epinephrine or inhaled asthma medication in a manner other than as prescribed.

Any pupil requiring insulin shots must establish a plan for administration of insulin shots with the School Director in consultation with the parent or guardian and the pupil's medical professional.

III-13

Homeless Children and Youth Policy

Northern United Charter Schools (“NUCS”) desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state of California academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition 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
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

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

School Liaison

The School Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. §§11432(g)(1)(J)(ii) & (e)(3)(C)(i)(IV).):

Miranda Johnston, School Counselor
2120 Campton Rd. Suite H, Eureka, CA 95503
707-445-2660 x118

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

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

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 NUCS, if any, and referrals to health care services, dental services, mental health 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 School charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

Enrollment

NUCS shall immediately admit/enroll the student (subject to the School's capacity and pursuant to the procedures stated in the NUCS charter and Board policy), even if the student lacks records normally required for enrollment. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the School Director or designee shall refer the parent/guardian to the School Liaison. The School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted, pending resolution of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the NUCS-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in NUCS such as (42 U.S.C. § 11432(g)(4)):

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
-
- School nutrition programs

Transportation

In the event that NUCS provides transportation services to all NUCS students, NUCS shall provide comparable transportation services to each homeless child or youth attending NUCS, as noted above. (42 U.S.C. § 11432(g)(4))

If NUCS does not otherwise provide transportation services to all NUCS students, NUCS shall ensure that transportation is provided for homeless students to and from the School, at the request of the parent or guardian (or liaison). (42 U.S.C. § 11432(g)(1)(J))

Professional Development

All administrators, teachers and employees of NUCS will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the School Liaison.

III-14 Student Suspension and Expulsion Policy

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at the Northern United Charter Schools. In creating this policy, NUCS has reviewed Education Code Section 48900 et seq. which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. NUCS staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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

The Northern United Charter Schools administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at each NUCS Learning Center.

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

A. Involuntary Dismissal

A student may be dismissed from NUCS by the School Director for any of the following reasons:

Failure to fulfill the terms of the enrollment contract.

If the School Director determines that any of the above conditions have been met, the School Director may place the student on a contract to correct the issue for the next thirty (30) calendar days. If the issue has not been corrected at the end of the thirty-day period, the School Director may dismiss the student, subject to the requirements below. If the student has made some progress toward correcting the issue, the School Director may choose to extend the contract for an additional period at his/her discretion. If the student and/or the student's parent/guardian does not agree to such a contract, the School Director may immediately dismiss the student, subject to the requirements below.

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

B. Grounds for Suspension and Expulsion of Students

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

C. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058,

alcoholic beverage, or intoxicant of any kind.

- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
 - 1) Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated 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 student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act,

and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by NUCS.

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

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (I) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph

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

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

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

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

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

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

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

b) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

c) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

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

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of

- any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Knowingly received stolen school property or private property.
 - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
 - n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
 - o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or

disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

- q) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated 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 student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person

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

constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
 - b) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
 - c) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

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

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

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

D. 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 School Director or the School Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or NUCS employee who referred the student to the School Director or designee.

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with NUCS officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If the 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 School Director or School Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

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

E. Authority to Expel

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

A student may be expelled either by the neutral and impartial School Board of Directors following a hearing before it or by the NUCS 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 should consist of at least three members who are certificated and neither a teacher of the pupil or a member of the NUCS 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.

F. 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 School Director or designee determines that the pupil has committed an expellable offense.

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

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;

6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

Northern United Charter Schools 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 School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- 1) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2) NUCS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 3) At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 4) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- 6) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- 7) If one or both of the support persons is also a witness, the School must present evidence that the witness' presence is both desired by the witness and will be helpful to the School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the

support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

- 8) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- 9) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 10) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

H. 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.

I. Presentation of Evidence

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

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

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

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

J. Written Notice to Expel

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

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

K. Disciplinary Records

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

L. No Right to Appeal

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

M. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The 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 School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to NUCS for readmission.

O. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the School Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The School Director or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission.

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

1. Notification of SELPA

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

- a. If the conduct in question was caused by, or had a direct and substantial relationship

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

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

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

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

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or NUCS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or NUCS, 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 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the School agree otherwise.

5. Special Circumstances

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

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

6. Interim Alternative Educational Setting

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

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

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

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

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

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

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

III-15 Section 504 Policy and Procedures

POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504

SECTION 504 POLICY

The Board of Directors of the Northern United Charter Schools (“NUCS” or “the School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” This policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education (“FAPE”).

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities in Education Act Improvement Act of 2004 (“IDEIA”).

The School Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEIA) that student will be evaluated under this policy’s corresponding procedures. A Section 504 Team will be convened to determine the student’s need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student’s individual needs and school history, the meaning of evaluation data, and placement options. The student’s parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law. If NUCS does not assess a student after a parent has requested an assessment, the School shall provide notice of the parent’s/guardian’s procedural safeguards. NUCS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. NUCS shall periodically review the student's progress and placement.

NUCS will implement this policy through its corresponding procedures.

SECTION 504 PROCEDURES

A. Definitions

1. **Academic Setting** – the regular, educational environment operated by NUCS.
2. **Individual with a Disability under Section 504** – An individual who:
 - a. has a physical or mental impairment that substantially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.
5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment** –
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
 - b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **504 Coordinator** – The School Psychologist shall serve as the School’s Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from, or direct any questions or concerns to the Section 504 Coordinator at (707)834-6663.
9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
10. **Is regarded as having an impairment** - means
 - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that he or she has been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
 - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

B. Referral, Assessment and Evaluation Procedures

1. NUCS will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another NUCS employee will be forwarded to the Section 504 Coordinator.
3. NUCS has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who are or may be disabled are referred to the Section 504 Coordinator so that the assessment process is initiated.

4. The 504 Team convened by the Section 504 Coordinator will be composed of the student's parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.
5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
 - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
 - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
 - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
9. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

C. 504 Plan

1. When a student is identified as disabled within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a free, appropriate public education (“FAPE”).
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified disabled student, the 504 Team will develop a 504 Plan describing the student’s disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the disabled student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student’s teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student’s cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The disabled student shall be placed in the regular education environment unless it is demonstrated that the student’s needs cannot be met in the regular education environment with supplementary aids and services. The disabled student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student’s identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student is disabled but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student’s needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. NUCS shall immediately implement a student’s prior 504 Plan, when a student enrolls at the School. Within thirty (30) days of starting school, NUCS shall schedule a 504 Team meeting to review the existing 504 Plan. NUCS shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

D. Review of the Student’s Progress

1. The 504 Team shall monitor the progress of the disabled student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

E. Procedural Safeguards

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:

- Examine relevant records
- Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
- Have the right to file a Uniform Complaint pursuant to school policy
- Seek review in federal court if the parents/guardians disagree with the hearing decision.

2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Mitch Block
(707)834-6663

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The School Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with NUCS or any district within the Humboldt/Del Norte SELPA or the Humboldt County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing his/her request for a hearing. A request for hearing should include:
 - The specific decision or action with which the parent/guardian disagrees.
 - The changes to the 504 Plan the parent/guardian seeks.
 - Any other information the parent/guardian believes is pertinent.

5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, NUCS may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the School. Alternative dispute resolution options include:
 - Mediation by a neutral third party.
 - Review of the 504 Plan by the School Director or designee.
6. Within ten (10) calendar days of receiving the parent/guardian's request, the School Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and School Director.
7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) days may be extended for good cause or by mutual agreement of the parent/guardian and School Director.
8. The parent/guardian and NUCS shall be afforded the rights to:
 - Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as disabled under Section 504.
 - Present written and oral evidence.
 - Question and cross-examine witnesses.
 - Receive written findings by the hearing officer.
9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
10. NUCS shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

F. Suspension and Expulsion, Special Procedures for Students with Disabilities

NUCS shall follow the suspension and expulsion policy and procedures as set forth in the charter. A pupil who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. NUCS will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom NUCS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such pupils. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

1. 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, and to progress toward meeting the goals set out in the child's 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.

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

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

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

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that NUCS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral

intervention plan, and modify it, as necessary, to address the behavior;
and

- c. Return the child to the placement from which the child was removed, unless the parent and NUCS agree to a change of placement as part of the modification of the behavioral intervention plan.

If NUCS, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then NUCS 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.

3. Appeals

The parent of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or NUCS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or NUCS, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and NUCS agree otherwise.

4. Special Circumstances

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

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 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. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

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

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

A student who has not been identified as an individual with disabilities pursuant to the IDEIA and who has violated NUCS's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if NUCS had knowledge that the student was disabled before the behavior occurred.

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

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

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

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

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

**PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION,
ACCOMMODATION AND PLACEMENT**
(Section 504 of the Rehabilitation Act of 1973)

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of his/her disabling condition.
2. Have NUCS advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also

- includes the right to have NUCS make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
 6. Have your child receive special education and related services if he/she is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEIA).
 7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
 8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by NUCS.
 9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
 10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
 11. Obtain a response from NUCS to reasonable requests for explanations and interpretations of your child's records.
 12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If NUCS refuses this request for amendment, the School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
 13. Request mediation or file a grievance in accordance with NUCS's Section 504 mediation grievance and hearing procedures, outline above.
 14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
 15. File a formal complaint pursuant to NUCS's Uniform Complaint Policy and Procedures. Please ask the Director for a copy of the School's Uniform Complaint Policy and Procedures if you need one.
 16. File a formal complaint with the U.S. Department of Education.
Office for Civil Rights, U.S. Department of Education
San Francisco Office
50 United Nations Plaza
San Francisco, CA 94102
(415) 486-5555 PHONE
(415) 486-5570 FAX
Email: OCR.SanFrancisco@ed.gov
 17. Be free from any retaliation from NUCS for exercising any of these rights. Please contact Mitch Block, 504 Coordinator, c/o Northern United – Humboldt Charter School 2120 Campton Road, Suite H, Eureka, CA 95503, (707)834-6663 with any questions regarding the information contained herein

III-16 Educational Records and Student Information Policy

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

I. DEFINITIONS

1. Education Record

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

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

An education record does not include any of the following:

- a. Records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute;
- b. In the case of a person who is employed by NUCS but who is not in attendance at such agency or institution, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for use for any other purpose;
- c. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at NUCS;
- d. Records that only contain information about an individual after he or she is no longer a student at NUCS; or
- e. Grades on peer-graded papers before they are collected and recorded by a teacher.

2. Personally Identifiable Information

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

3. Directory Information

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

- Name
- Address
- Telephone number
- Email address
- Major course of study
- Participation in officially recognized school activities
- Date of birth
- Dates of attendance
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended

4. Parent

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

5. Eligible Student

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

6. School Official

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

grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

7. Legitimate Educational Interest

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

II. DISCLOSURE OF DIRECTORY INFORMATION

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

III. ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS

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

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

The notice must also include the following:

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

IV. PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS

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

1. Copies of Education Records

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

2. Request for Amendment to Education Records

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

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

NUCS will respond within thirty (30) days of the receipt of the request to amend. NUCS' response will be in writing and if the request for amendment is denied, NUCS will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

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

3. Hearing to Challenge Education Record

If NUCS denies a parent or eligible student's request to amend an education record, the parent or eligible student may request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

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

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

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

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

If, as a result of the hearing, the NUCS decides that the information is inaccurate, misleading or otherwise in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, NUCS decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of NUCS, or both. If NUCS places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

V. DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION

NUCS must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

NUCS will only disclose personally identifiable information on the condition that the receiving

party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. NUCS must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, the NUCS will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made.

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

1. NUCS employees who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. NUCS will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, NUCS will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the NUCS in accordance with 20 U.S.C. § 1232g(b)(1)(F);
2. Accrediting organizations in order to carry out their accrediting functions;
3. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
4. 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;
5. Persons who need to know in cases of health and safety emergencies;
6. State and local authorities, within a juvenile justice system, pursuant to specific State law;
7. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by NUCS for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by NUCS.

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

VI. RECORD KEEPING REQUIREMENTS

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

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

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

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

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

VII. COMPLAINTS

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

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

III-17

Foster Youth Bill of Rights

1. RIGHT TO REMAIN IN YOUR SCHOOL OF ORIGIN

- You have the right to stay in the same school after you move to a new foster care placement. Your “school of origin” can be:
 1. The school you attended when you first entered foster care,
 2. The school you most recently attended, or
 3. Any school you attended in the last 15 months that you feel connected to.
- Your school district must work with you, your education rights holder,* your caregiver, and your social worker/probation officer to develop a plan to transport you to your school of origin.
- If you are transitioning from elementary school to middle school or from middle school to high school, you have the right to transition to the same school as your classmates.
- If there is any disagreement about which school you will attend, you have the right to stay in your school of origin until the disagreement is resolved.

2. RIGHT TO IMMEDIATE ENROLLMENT IN SCHOOL

- You have the right to immediately enroll in your regular home school after you move placements.
- You cannot be forced to attend a continuation school or other alternative education program, such as independent study, even if you are behind in credits or have discipline problems at school.
- You have a right to immediately enroll in school and begin attending classes, even if you do not have the paperwork you would normally need for enrollment (such as birth certificate, transcript, or IEP) or you did not check-out from your previous school.
- Your previous school must send your education records to your new school after you enroll.
- You have the right to participate in any activities available at your new school, such as sports teams, tutoring, or after-school clubs, even if you miss a tryout or sign-up deadline.

3. RIGHT TO PARTIAL CREDITS FOR HIGH SCHOOL STUDENTS

- If you change schools during the school year, you have a right to partial credits in all classes that you are passing when you leave your old school, even if you do not complete the entire class.
- After you change schools, your new school must accept the partial credits issued by your old school.
- After you change schools, you have the right to be enrolled in the same or similar classes you were enrolled in at your last school.
- You cannot be forced to retake a class or part of a class that you have already completed with a passing grade, if it would make you off-track for high school graduation.
- You have the right to take or retake any class that you need to go to a California State University or University of California.

- Your grade cannot be lowered because you were absent from school for a court hearing, placement change, or a court-related activity.
- 4. GRADUATION RIGHTS**
- You have the right to stay in high school for a fifth year to complete your school district graduation requirements, even if you are over 18.
 - If you are behind on your credits, and you transferred schools after 10th grade, you may be eligible to graduate under AB 167/216 by completing only the state graduation requirements (130 credits in specific classes) instead of your school district's requirements.
 - If you are eligible, the decision of whether to graduate under AB 167/216 is made by your education rights holder.
- 5. COLLEGE RIGHTS**
- You have the right to have the application fee waived when you apply to a community college in California.
 - You have the right to receive the maximum amount of federal student aid and you may be eligible for up to \$5,000 per year from the Chafee scholarship.
- 6. SCHOOL DISCIPLINE RIGHTS**
- You cannot be suspended for more than 5 school days in a row or for more than 20 days in a school year.
 - You have a right to be told why you are being suspended and the right to provide your version of events and evidence before you are suspended, unless there is an emergency. If the behavior for which you are being suspended could subject you to criminal charges, you should consult with your education rights holder or attorney before providing an oral or written statement to the school or police.
 - Your attorney and social worker must be invited to a meeting before your suspension can be extended beyond 5 days and a suspension can only be extended if you are being considered for expulsion.
 - You have a right to a formal hearing, and to be represented by an attorney at that hearing, before you are expelled.
 - If you are facing a possible expulsion, your attorney and social worker must be notified. If you are in special education, your attorney and social worker must be invited to a meeting to decide whether your behavior was related to your disability.
- 7. RIGHT TO YOUR SCHOOL RECORDS**
- You have the right to access your school records if you are 16 years or older or have finished 10th grade.
 - Your social worker/probation officer and education rights holder can access your school records as well.

***Education Rights Holder**

Every foster youth under age 18 must have an education rights holder, who is required to make education decisions in the youth's best interest. Foster youth who are 18 or older have the right to make their own education decisions. Your education rights holder may be your parent or legal guardian, your caregiver, or another person chosen by the court. Your education rights holder cannot be your social worker or probation officer, your attorney, or group home or school staff

members. It is important to know who your education rights holder is. If you need information about who your education rights holder is, you can contact your social worker or attorney.

If you believe your education rights have been violated, you can file a complaint. The School has 60 days to investigate and give you a written response. For information about how to file a complaint, see the Uniform Complaint Policy and Procedures.

III-18 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Northern United Charter Schools ("NUCS") 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 disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

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

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

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

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

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

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

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct

- Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student’s academic performance more difficult because of the student’s sex
- Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment
 - Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms)

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

Prohibited Bullying

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

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

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

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

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

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

Grievance Procedures

1. Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

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

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

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

NUCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

NUCS prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

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

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of NUCS, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant

and any other relevant parties and provide an approximate date when the investigation will be complete.

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

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

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

4. Uniform Complaint Procedures

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

5. Right of Appeal

Should the reporting individual find the Coordinator’s resolution unsatisfactory, he/she may follow the Dispute Resolution Process found in the Student/Family Handbook.

III-18a

**TITLE IX, HARASSMENT, INTIMIDATION,
DISCRIMINATION, AND BULLYING COMPLAINT FORM
Northern United - Humboldt Charter School**

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

Signature of Complainant

Date: _____

Print Name

To be completed by NUCS:

Received by: _____

Date: _____

Follow up Meeting with Complainant held on: _____

III-18b

**TITLE IX, HARASSMENT, INTIMIDATION,
DISCRIMINATION, AND BULLYING COMPLAINT FORM
Northern United - Siskiyou Charter School**

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

Signature of Complainant

Date: _____

Print Name

To be completed by the NUCS:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

III-19

Uniform Complaint Policy and Procedures

Scope

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

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

- ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
 - c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
 - d. If NUCS finds merit in a pupil fees complaint the School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
 - e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula, Local Control and Accountability Plans or Sections 47606.5 and 47607.3 of the Education Code, as applicable.
 - (5) Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If NUCS finds merit in a complaint, or if the Superintendent finds merit in an appeal, the School shall provide a remedy to the affected pupil.
 - (6) Complaints of noncompliance with the requirements of Education Code Section 48645.7 regarding the rights of juvenile court school pupils when they become entitled to a diploma. If the School finds merit in a complaint, or if the Superintendent finds merit in an appeal, the School shall provide a remedy to the affected pupil.

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

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

Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the School's compliance with law:

Shari Lovett
School Director
2120 Campton Road, Suite H
Eureka, CA 95503
(707)445-2660 x110

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

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

Notifications

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

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

The School Director or designee shall make available copies of the NUCS uniform complaint procedures free of charge.

The annual notice shall include the following:

- (a) A statement that NUCS is primarily responsible for compliance with federal and state laws and regulations.
- (b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- (d) A statement that the complainant has a right to appeal the School's decision to the CDE by filing a written appeal within 15 days of receiving the School's decision.

- (e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- (f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

Procedures

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

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

- Step 1: Filing of Complaint

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

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

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

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

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

- Step 2: Mediation

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

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

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

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

- Step 3: Investigation of Complaint

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

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

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

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

- Step 4: Response

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

- Step 5: Final Written Decision

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

The decision shall include:

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

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

Appeals to the California Department of Education

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

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

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by NUCS, if not covered by the decision.

4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the NUCS complaint procedures.
7. Other relevant information requested by the CDE.

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

Civil Law Remedies

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

III-19a

Northern United – Humboldt Charter School

Uniform Complaint Procedure Form

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Migrant Education | <input type="checkbox"/> No Child Left Behind Programs | <input type="checkbox"/> Career/Technical Education |
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Every Student Succeeds Act Prog. | <input type="checkbox"/> Foster/Homeless Youth |
| <input type="checkbox"/> Pupil Fees | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> Lactating Pupils |

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

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

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

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

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

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Shari Lovett
School Director
2120 Campton Road, Suite H
Eureka, CA 95503
(707)445-2660 x110

III-19b

Northern United – Siskiyou Charter School

Uniform Complaint Procedure Form

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of Alleged Violation: _____

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Migrant Education | <input type="checkbox"/> No Child Left Behind Programs | <input type="checkbox"/> Career/Technical Education |
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Every Student Succeeds Act Prog. | <input type="checkbox"/> Foster/Homeless Youth |
| <input type="checkbox"/> Pupil Fees | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> Lactating Pupils |

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

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

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

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

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

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Shari Lovett
School Director
2120 Campton Road, Suite H
Eureka, CA 95503
(707)445-2660 x110

III-20 General Complaint Policy

Northern United Charter Schools (NUCS or “the School”) has adopted this General Complaint Policy to address concerns about the School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the School’s Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the School’s Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate.

INTERNAL COMPLAINTS

(Complaints by Employees against Employees)

This section of the policy is for use when a NUCS employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the School Director or designee:

4. The complainant will bring the matter to the attention of the School Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
5. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The School Director or designee will then investigate the facts and provide a solution or explanation;
6. If the complaint is about the School Director, the complainant may file his or her complaint in a signed writing to the Chair of the Board of Directors (“Board”), who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board . The Chair or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, NUCS values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

POLICY FOR COMPLAINTS GENERALLY

(General Complaints and Complaints by Third Parties against Employees)

This section of the policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about NUCS generally, or a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the School Director or Chair of the Board (only if the complaint concerns the School Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the School Director (or designee) shall abide by the following process:

4. The School Director or designee shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the School Director or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts.
5. In the event that the School Director (or designee) finds that a complaint is valid, the School Director (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of NUCS, the School Director may take disciplinary action against the employee. As appropriate, the School Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
6. The School Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

GENERAL REQUIREMENTS

4. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
5. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution: The Board (if a complaint is about the School Director) or the School Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

III-20a

GENERAL COMPLAINT FORM
Northern United – Humboldt Charter School

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by NUCS:

Received by: _____

Date: _____

III-20b

GENERAL COMPLAINT FORM
Northern United – Humboldt Charter School

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant Date: _____

Print Name

To be completed by NUCS:

Received by: _____ Date: _____

SECTION IV

HIGH SCHOOL POLICIES AND PROCEDURES

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IV-01 Graduation Requirement Policy

Integrating Parent Choice:

Choice in education is the basis of the curricular options leading to student graduation. Northern United Charter Schools allow students the ability to fulfill graduation requirements in a manner consistent with the philosophy of the school. Consequently, opportunities for fulfilling graduation requirements are numerous.

In order to earn a diploma from Northern United Charter Schools, a student must fulfill requirements in the six growth areas as specified in the charter.

Options for Meeting Graduation Requirements:

Northern United Charter Schools requires 220 credits to graduate. These credits are divided among the six growth areas as shown below. In addition, certain growth areas require a specific number of credits in specific courses. Details are shown on the Graduation Requirements Transcript Information form. Extra credit in a growth area may be used to meet the electives requirement.

- English: 40 credits
- Life Skills: 30 credits (5 credits health, 5 credits computer, 20 credits of P.E.)
- History: 30 credits (10 credits of World, 10 credits of US, 5 credits of Economics and 5 credits of US Government)
- Mathematics: 30 credits (including algebra I and/or higher math)
- Science: 20 credits (10 credits of Life Science and 10 credits of Physical Science.)
- Visual and Performing Arts or 10 credits of the same foreign Language
- Electives: 60 credits

Northern United Charter Schools encourages parents and students to design a course of study that aligns with a student's future plans. Teachers and counselors work with families to create an individualized academic plan that meets the academic goals of the student, while fulfilling the high school graduation requirements. A student's academic progress is monitored by a credentialed teacher and is overseen by the learning record department, the counseling department and the School's administrative team.

Early Graduation

Northern United Charter Schools honors those students who are motivated to finish their high school education early. Those students wishing to graduate early must meet all the state and local high school graduation requirements:

- Receiving a passing grade in Algebra I. (10 credits)
- Successfully passing 5/6 components of the Physical Fitness testing or completing 40 credits of P.E.

- Successfully completing 220 credits of classes in the six growth areas with passing grades demonstrated through multiple measures.

Graduation Planning:

Planning for graduation should begin early and should include the teacher, parent and student. If the student has been in NUCS for a while, then the discussion of future educational or employment plans has probably already occurred. If the student is transferring from another school, they need to be as fully informed as soon as possible about graduation requirements. It is the responsibility of the teacher to make sure that the parent is fully informed regarding graduation. Graduation Packets are due at the beginning of the semester in which the student plans to graduate.

Teachers with three year graduates must notify the academic counselor by October 30th of student's intention to graduate early. A meeting will be scheduled with the parent, student, teacher and the academic counselor to discuss post-secondary plans.

IV- 01a High School Graduation Procedure

Integrating Parent Choice:

Choice in education is the basis of the curricular options leading to student graduation. Northern United Charter Schools allows students the ability to fulfill graduation requirements in a manner consistent with the philosophy of the school. Consequently, opportunities for fulfilling graduation requirements are numerous.

In order to earn a diploma from Northern United Charter Schools, a student must fulfill requirements in the six growth areas which, as specified in the charter.

Steps to follow:

- 1.** Schedule meeting with parent and student to map out credits earned and credits needed. Have parent or office provide most updated copy of transcript. (If new, have parent bring most recent copy of transcript from previous school).
- 2.** Remember students have to be enrolled one full semester before we allow a student to graduate.
- 3.** Go over our graduation requirements with student and family. Check with the Academic Counselor about any course or credit discrepancies or issue with meeting all requirements.
- 4.** Fill out Diploma Request form and submit it to Records and Admissions Office.
- 5.** Fill out High School Graduation form, attach all supporting documentation needed and submit to Academic Counselor:

Winter Graduation Deadline is first week of October.

Spring Graduation Deadline is first week of March.

Please track your student's progress and work with the Academic Counselor so that all requirements are met and your student's graduation process will go smoothly.

Your student's diploma will be mailed out to the teacher of record when all materials have been returned and all graduation paperwork is approved, and verification of all requirements has been met.

IV-02 High School Credits and Enrollment Policy

The policy of Northern United Charter Schools is to encourage all students who are enrolled in one of our high school programs be full time students.

A full time student is defined as students who are enrolled with 30 credits or more in each semester.

Students must maintain a 20 credit minimum to be enrolled with Northern United Charter Schools. Credits will be recorded and tracked through the student agreement form. Students completing less than 20 credits within any semester will be put on **Academic Probation**. A letter of academic probation will be sent, by the academic counselor, to the student, their parent/guardian and added to the student's CUM file. The student will have one semester to complete a minimum of twenty credits, plus the number they were deficient in during the previous semester. At the completion of this they will be exited from the Academic Probation process. If a student fails to complete the agreed upon number of credits in the following semester, the student will be dropped from Northern United Charter Schools.

Teachers who wish to enroll a student for **more than 40 credits** in one semester will need to follow the over than 40 credits procedure and receive approval from the academic counselor. If a student is enrolled for less than 40 credits, but completes more than the originally agreed upon credits, than the over than 40 credits procedure should be followed immediately and submitted for approval **before** portfolios and report cards will be accepted.

IV- 02a Procedure for Taking More than 40 credits

If a student wishes to enroll for more than 40 credits the following procedure must be followed and submitted to the academic counselor.

1. Teacher must complete the Request for a High School Student to Take More Than 40 Credits form.
2. Teacher must submit a list of courses that the student is currently taking.
3. Teacher must submit course(s) student wishes to take. If the course is a textbook course, then name of the textbook, the publisher and how much of course student will complete in semester must be submitted to the academic counselor. If course is not a textbook course, then a summary of what the student will accomplish to earn the credits for the course must be submitted to the academic counselor.
4. Submit a copy of the current student agreement.

The academic counselor will obtain approval from administration and will notify the teacher whether the request has been approved or denied in a timely manner.

Only students with a proven academic record and parental support will be considered for 55 credits or more. If approved, the student must submit the full body of their work to be reviewed by the academic counselor and the Superintendent or designee for each semester that they are enrolled with 55 or more credits for verification and approval.

IV- 02b

Academic Probation Procedure

If a student has completed fewer than 20 credits when you divide the number of credits earned by number of months enrolled, the student should be placed on academic probation.

When a high school student completes fewer than 20 credits, the following academic probation procedure must be followed:

1. Notify the counselor with the following information in writing:
 - Parent names
 - Student name
 - Address
 - Number of credit completed in that semester
 - Appointment time and place
2. The counselor will notify parent and teacher of meeting time and place. The student and parent must attend the meeting, and sign a contract with a set number of minimum credits that student must complete in the following semester if they want to continue to be enrolled with Northern United Charter Schools.
3. Complete a student agreement for the student to be signed at the meeting.
4. Send the student agreement and attach the signed academic probation contract to administration for final approval.
5. The office will receive the approved student agreement and the student will be re-enrolled



Northern United - Siskiyou Charter School

2120 Campton Rd., Suite H
Eureka, CA 95503

Parental Notification of Academic Probation

Date: _____

To: _____

Concerning: _____

Number of credits completed previous semester _____

Number of credits needed to get off academic probation _____

It is the policy of Northern United - Siskiyou Charter School to place a student on academic probation if they do not complete a total of 20 credits in any given semester.

Your student completed fewer than 20 credits and will be placed on academic probation for the following semester. In order to maintain enrollment, your student will need to complete a minimum of 20 credits this semester plus the number they were deficient in last semester.

You and your student will need to attend a meeting with an administrator and your student's teacher to sign an agreement in order to continue with future enrollment at Northern United - Siskiyou Charter School.

Please note the time and date of your appointment and contact _____ at _____ to confirm this appointment.

Respectfully,



Northern United - Humboldt Charter School

2120 Campton Rd., Suite H
Eureka, CA 95503

Parental Notification of Academic Probation

Date: _____

To: _____

Concerning: _____

Number of credits completed previous semester _____

Number of credits needed to get off academic probation _____

It is the policy of Northern United - Humboldt Charter School to place a student on academic probation if they do not complete a total of 20 credits in any given semester.

Your student completed fewer than 20 credits and will be placed on academic probation for the following semester. In order to maintain enrollment, your student will need to complete a minimum of 20 credits this semester plus the number they were deficient in last semester.

You and your student will need to attend a meeting with an administrator and your student's teacher to sign an agreement in order to continue with future enrollment at Northern United - Humboldt Charter School.

Please note the time and date of your appointment and contact _____ at _____ to confirm this appointment.

Respectfully,

IV- 03

Work Experience Policy

It is the policy of Northern United Charter Schools to encourage students to gain work experience as part of their education.

To participate in the work experience program a student under the age of 18 is required to have a work permit (refer to Work Permit Criteria, IV- 03a) on file at the Northern United School's Records Office and a signed Job Training Agreement (IV - 3b).

It will be the responsibility of the student's teacher to assist the student in providing all necessary documents.

It will be the responsibility of the student's teacher to provide the equivalent of one hour of related instruction per week.

Credits for Work Experience will be issued only after the completion of the required paperwork and assigned course work for the semester.

All students must abide with the Child Labor Laws of California.

All students must be enrolled and successfully completing a minimum of 20 credits with Northern United Charter Schools before a work permit will be issued.

All students will need to complete four hours per month of work experience education instruction assigned by their teacher.

The following criteria will be used to determine the number of credits that a student may earn in one semester. 15 hours of work plus 4 hours of related instruction will be equal to 1 elective credit. A student will not be allowed to exceed 10 credits per semester.

IV- 03a

Work Permit Criteria

In order to receive a work permit issued by Northern United Charter Schools students must abide by the following rules:

All students must abide with the Child Labor Laws of California.

All students must be enrolled and successfully completing a minimum of 20 credits with Northern United Charter Schools before a work permit will be issued.

A student must **maintain** a grade point average of 2.00 or higher throughout the year to be issued an **“unconditional”** work permit.

If a student’s GPA is between 1.00 and 1.99, the student will be issued a “conditional” work permit at the beginning of the next semester. This permit will allow the student to work no more than fifteen hours per week.

It will be the responsibility of the teacher to notify the student’s parent/guardian and the employer of the student’s lack of academic progress.

If a student’s G.P.A. falls below 1.00 the work permit will be revoked.

Upon Request, the School Director or designee will review individual cases. If there are extenuating circumstances and the case is deemed a hardship for the student a conditional work permit may be issued for one semester.



Northern United – HUMBOLDT Charter School Work Experience Education (WEE) Training Agreement

<p>Student Name: _____</p> <p>Teacher Name: _____</p> <p>Parent Name: _____</p> <p>Job Training Location: _____</p>	<p>As a student, I will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> follow all work experience policies . <input type="checkbox"/> obtain a work permit for each job held if under 18 years of age. <input type="checkbox"/> submit a record of hours worked to teacher at monthly meetings. <input type="checkbox"/> notify my job supervisor as soon as possible, before work, of an illness or emergency preventing attendance. <input type="checkbox"/> inform the WEE teacher/coordinator and seek advice BEFORE quitting my job. <input type="checkbox"/> maintain the required grade point average
<p>Company Name: _____</p> <p>Address: _____</p> <p>City: _____ Zip Code: _____</p> <p>Phone: _____</p> <p>Job Supervisor will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> not discriminate on the basis of race, color, national origin, sex, or disability, creed or religion. <input type="checkbox"/> ensuring working conditions do not endanger the health, safety, welfare, or morals of the student. <input type="checkbox"/> inform student of all rules, regulations and duties expected of him/her and provide opportunity to gain occupational skills. <input type="checkbox"/> have adequate equipment, materials and other facilities to provide appropriate training. 	<p>As a parent/guardian of a student enrolled in WEE, I:</p> <ul style="list-style-type: none"> <input type="checkbox"/> give permission for the student to be employed. <input type="checkbox"/> assume responsibility for the safety and conduct of the student while traveling to and from school, job, and home. <input type="checkbox"/> will assist student in successful completion of all school work required for participation in program. <p>For Work Experience Teacher/Coordinator to Complete: Student's on-the-job objectives:</p> <p>(1) _____</p> <p>(2) _____</p> <p>(3) _____</p>
<ul style="list-style-type: none"> <input type="checkbox"/> complete time sheets and provide student evaluations. <input type="checkbox"/> consult with the WEE coordinator regarding student's performance. <input type="checkbox"/> provide Worker's Compensation Insurance. <input type="checkbox"/> provides adequate adult supervision. <input type="checkbox"/> offer reasonable assurance of continuous employment for each semester enrolled in WEE. <input type="checkbox"/> notify the WEE coordinator immediately of any problems or concerns or if the student is terminated or quits. 	<p>As a teacher/coordinator of WEE, I will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> inform students and parent/guardian of work permit rules and regulations <input type="checkbox"/> provide the job supervisor with criteria of the program. <input type="checkbox"/> review and approve student job sites. <input type="checkbox"/> conduct a minimum of 2 site visits/semester. <input type="checkbox"/> maintain all program/student records per Ed Code. <input type="checkbox"/> consult with employer, student, and parent/guardian regarding job performance, progress in class, grade, etc. as necessary. <input type="checkbox"/> correlate job related assignments with learning experience at the job location.
<p>Non-discriminatory Statement: "No person shall be excluded from participation in or denied the benefits of any local agency's program or activity on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity conducted by an educational institution or any other local agency, which is funded directly by, or that receives benefits from any state financial assistance." (5 CCR, Ch. 5.3, Sub Ch. 1, Art. 1)</p>	
<p>Student Signature: _____ Date _____</p>	<p>Parent/Guardian Signature: _____ Date _____</p>
<p>Employer Signature: _____ Date _____</p>	<p>WEE Coordinator Signature: _____ Date _____</p>



Northern United – SISKIYOU Charter School Work Experience Education (WEE) Training Agreement

<p>Student Name: _____</p> <p>Teacher Name: _____</p> <p>Parent Name: _____</p> <p>Job Training Location: _____</p>	<p>As a student, I will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> follow all work experience policies . <input type="checkbox"/> obtain a work permit for each job held if under 18 years of age. <input type="checkbox"/> submit a record of hours worked to teacher at monthly meetings. <input type="checkbox"/> notify my job supervisor as soon as possible, before work, of an illness or emergency preventing attendance. <input type="checkbox"/> inform the WEE teacher/coordinator and seek advice BEFORE quitting my job. <input type="checkbox"/> maintain the required grade point average
<p>Company Name: _____</p> <p>Address: _____</p> <p>City: _____ Zip Code: _____</p> <p>Phone: _____</p> <p>Job Supervisor will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> not discriminate on the basis of race, color, national origin, sex, or disability, creed or religion. <input type="checkbox"/> ensuring working conditions do not endanger the health, safety, welfare, or morals of the student. <input type="checkbox"/> inform student of all rules, regulations and duties expected of him/her and provide opportunity to gain occupational skills. <input type="checkbox"/> have adequate equipment, materials and other facilities to provide appropriate training. 	<p>As a parent/guardian of a student enrolled in WEE, I:</p> <ul style="list-style-type: none"> <input type="checkbox"/> give permission for the student to be employed. <input type="checkbox"/> assume responsibility for the safety and conduct of the student while traveling to and from school, job, and home. <input type="checkbox"/> will assist student in successful completion of all school work required for participation in program. <p>For Work Experience Teacher/Coordinator to Complete: Student's on-the-job objectives:</p> <p>(1) _____</p> <p>(2) _____</p> <p>(3) _____</p>
<ul style="list-style-type: none"> <input type="checkbox"/> complete time sheets and provide student evaluations. <input type="checkbox"/> consult with the WEE coordinator regarding student's performance. <input type="checkbox"/> provide Worker's Compensation Insurance. <input type="checkbox"/> provides adequate adult supervision. <input type="checkbox"/> offer reasonable assurance of continuous employment for each semester enrolled in WEE. <input type="checkbox"/> notify the WEE coordinator immediately of any problems or concerns or if the student is terminated or quits. 	<p>As a teacher/coordinator of WEE, I will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> inform students and parent/guardian of work permit rules and regulations <input type="checkbox"/> provide the job supervisor with criteria of the program. <input type="checkbox"/> review and approve student job sites. <input type="checkbox"/> conduct a minimum of 2 site visits/semester. <input type="checkbox"/> maintain all program/student records per Ed Code. <input type="checkbox"/> consult with employer, student, and parent/guardian regarding job performance, progress in class, grade, etc. as necessary. <input type="checkbox"/> correlate job related assignments with learning experience at the job location.
<p>Non-discriminatory Statement: "No person shall be excluded from participation in or denied the benefits of any local agency's program or activity on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity conducted by an educational institution or any other local agency, which is funded directly by, or that receives benefits from any state financial assistance." (5 CCR, Ch. 5.3, Sub Ch. 1, Art. 1)</p>	
<p>Student Signature: _____ Date _____</p>	<p>Parent/Guardian Signature: _____ Date _____</p>
<p>Employer Signature: _____ Date _____</p>	<p>WEE Coordinator Signature: _____ Date _____</p>

IV- 04

Driver's Education Procedure

Description

The Driver's Education Course is comprised of two parts: Driver's Education and Driver's Training. The Driver's Education part is the classroom portion that includes the approved text, workbook and worksheets, tests and safety videos. The Driver's Training is the actual behind-the-wheel instruction.

Options for Completing Driver's Education

1. Contract with a local approved driving school vendor as a Contract Programs course or as an Educational Activity. (Pink Slips are awarded by the vendor only, NOT the school). See Instructional Fund Policy
2. Contract with an on-line approved vendor. (Pink Slips are awarded by the vendor only, NOT the school, in this case)
3. Set-up a Contract Programs course instructed by an "active" teacher with one of the following clear credentials:
 - a. Clear K-12 Multi-subject
 - b. Clear Single Subject with Driver's Ed.(DMV Pink Slip will be issued by the "active" Teacher who taught the course upon the student's successful completion of the course and the Driver's Education Checklist)

Driver's Education Checklist

All required components of the Contract Programs Driver's Education course leading to a DMV pink slip (issued by our school) are listed on the Driver's Education checklist. When those requirements have been met in the course, the Course Instructor (active teacher) will contact the office to request a DMV Pink Slip for an individual student from the student's school. No DMV pink slips will be issued by the School except for those requested by a Course instructor at the completion of the course for students enrolled in the course.

The Course Instructor will administer, proctor and grade the practice test. The student may take the practice DMV test once a week until they miss 7 or less (Actual times available for the students to take the test will be set by the Course Instructor). The DMV practice test is never to be given to a student to keep, even after it is passed.

DMV Pink Slip

Once the student has completed all Driver's Education requirements as noted on the Driver's Education Checklist and the practice DMV test is passed in the Course, a certificate of completion (also known as a 'pink slip') is awarded to the student by the Course Instructor (an "active" teacher only). This pink slip is available by calling the Cutten Resource Center, (707)445-2660 x134.

Course Name Options

- The course name "Driver's Education" may only be used for a Course leading to a DMV "pink slip" issued by an "Active" Course Instructor.
- If you have a student who wishes to study driver's education, but does not want a DMV Pink Slip from our school, they may complete any course you and the parent agree upon. Use the course name "Driver Safety and Awareness". In this case, the Driver's Education Checklist would not apply, and a DMV pink slip would not be awarded.
- For a course taken from an approved vendor where the vendor has issued a DMV pink slip to our students, use "Driver's Safety and Awareness" as the course name.

Credits

The Driver's Education Course can be taken for 2.5 to 5 credits, depending on the textbook used. See the academic counselor if you have questions about how many credits to award your student. Driver's Training (behind the wheel) instruction can be counted for no more than 1 credit. If a Driver's Education or Driver's Training course is paid for by our school for one of our students, the learning for that course should be listed on the LR and some credit (up to the above limits) issued on the transcript.

Grades

Either a letter grade or pass/fail can be assigned.

Driver's Training

NUCS does not offer behind the wheel Drivers Training. A student must enroll through a professional state licensed driving school.

The following vendors are approved NUCS Vendors

- Mt. Shasta Driving School
- Eureka Driving School

Please Note: Approval for funding must be submitted through the P.O. process and funding approved before student attends the training.

IV- 05 Community College Co-Enrollment Policy

Enrollment

Northern United Charter Schools (“NUCS”) encourages students to enroll in Community College courses when it is deemed appropriate by the parent and the student’s teacher. The parent is responsible for enrolling the student by contacting the college enrollment office since each college will have their own age restrictions. The parent must identify their student as being enrolled in a public high school.

Community College’s general criteria for admitting high school students:

- Minimum GPA of 3.00.
- Student must demonstrate adequate preparation in the requested course of study.
- Some community colleges may require an assessment test depending on the course of study.

Attendance Information

A student enrolled in NUCS must carry at least 20 credits in addition to any courses taken at a community college. A student, who is enrolled in at least 20 credits, may take up to 12 credits at a community college as long as all other criteria are met.

Please note: that some Community Colleges may have different criteria for number of credits allowed to be taken by high school students.

Documenting the College Course

Students who complete a college course have the opportunity to earn high school credit for their college coursework. **In order to receive high school credits, the name of the college, the name of the course and the course number must be documented on the student agreement.** In addition, the student must request that an official college transcript be sent to the NUCS counseling office in order for the college course(s) to be added to the student’s high school transcript. Students may choose not to add college courses to their high school transcript. If a student chooses to submit a college transcript for high school credits, all courses will be added regardless of the grade received.

Assigning Credits

Students who complete a college-level course will earn 3.33 high school credits per college unit. Students will be awarded an honors grade point average bump for the course if a grade of a C or better is earned. Students will also earn a-g credit for college courses that are a-g approved through the UC Course Management Portal. Pre-collegiate, no-credit, and courses that are not university-transferable will not receive additional credits or a GPA bump.

College Books

College bookstores are treated the same as any other vendor. In order for a college bookstore to be an approved vendor, the bookstore must accept PO’s and ship books to the teacher to distribute to students.

IV- 06

Physical Fitness Testing Policy

Public school students in grades five, seven and nine are required to take the Physical Fitness Test (“PFT”).

The School Director or designee shall designate an employee to organize, oversee and administer the PFT annually during the months of February through May to all students in grades five, seven and nine. The designated employee will record and submit the data to the state by June 30, of each school year.

The PFT is composed of the following six fitness areas:

Aerobic Capacity:

- Pacer
- One-Mile run
- Walk test (only for ages 13 or older)

Abdominal Strength and Endurance

- Curl-ups

Upper Body Strength and Endurance

- Push-ups
- Modified Pull-up
- Flexed-Arm Hang

Body Composition

- Skinfold Measurements
- Body Mass Index
- Bioelectric Impedance Analyzer

Trunk Extensor Strength and Flexibility

- Trunk Lift

Flexibility

- Back-Saver Sit and Reach
- Shoulder Stretch

HIGH SCHOOL REQUIREMENTS

All grade nine students are required to participate in the PFT. If a student does not pass all six components of the PFT in grade 9 they can retake the parts of the test they did not successfully pass every year until they pass, however, to graduate with a diploma, a student must have 20 credits of P.E. and have passed the PFT or show they took the test in grade nine and have 40 credits of P.E.

Agenda Item 7.
ADMINISTRATION

Subject:
7.7 Consideration of Northern United - Humboldt Charter School's Comprehensive School Safety Plan

Action Requested:
Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:
Schools are required to adopt a comprehensive school safety plan. This plan includes all policies related to safety, as well as all safety procedures for staff to follow in case of emergency.

Fiscal Implications:
None

Contact Person/s: Shari Lovett, Julie Smith

Northern United Charter Schools'
2018- 2019 Comprehensive School Safety Plan



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Comprehensive Safety Plan Purpose & Compliance

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

- Comprehensive School Safety Plans must include the following elements:
- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March of each year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card. Small school districts (with an enrollment of 2,500 students or less) may develop a comprehensive district safety plan to encompass all schools within the district, which would fulfill each individual school's comprehensive safety plan requirement. It is not required that small school districts have their safety plans developed or approved by site councils or designated safety committees; the plans must only be approved by the district board of trustees. However, a district plan should be developed in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and others who may be interested in the prevention of campus crime and violence.

Northern United Charter Schools' Guiding Principles

Safety Plan Vision

To support the core vision of Northern United Charter Schools, we strive for a safe learning environment where

1. Students come first.
2. Each student has the right to a personalized education.
3. A continuous cycle of improvement is essential for the success of our students.
4. The success of each student is the shared responsibility of all stakeholders.

Working together with our community, we will provide a safe learning environment by effectively identifying and addressing issues that improve our schools' physical and social climate.

Components of the Comprehensive School Safety Plan

Northern United Charter Schools' School Safety Planning Committee

- Regional Director/ Principal - Northern United - Humboldt Charter School
- Regional Director/ Principal - Northern United - Humboldt Charter School
- Regional Director/ CAASPP Coordinator - Northern United - Siskiyou Charter School
- Learning Center Coordinator/Teacher
- Teacher
- Classified Employees
- Parents

Assessment of School Safety

The following resources were analyzed to develop an understanding of current conditions of school safety and standard practices to develop a comprehensive plan of action and procedures to ensure students, staff, and visitors are provided a safe and secure environment.

- School Needs Assessment
- School Climate Data Summary
- Student Survey Results
- Suspension, Truancy, and Expulsion Data

Based upon the information that is revisited annually, Northern United Charter School families feel safe, welcomed and believe that their students are in an environment conducive to learning. Learning Centers are positioned in areas that do not have high crime rate and provide a safe environment for all who are part of our learning communities.

Safety Strategies and Programs

Northern United Charter Schools' recognize the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The Superintendent or designee will implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs and school-sponsored activities. The School Safety Planning Committee will monitor and update strategies and programs on an as need basis.

(A) Child Abuse Reporting Procedures

Education Code 32282(a)(2)(A) Penal Code 11166

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his or her employment whom he/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 hours of receiving the information concerning the incident.

Northern United Charter Schools' will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

(B) Emergency Preparedness & Crisis Response Plan

Education Code 35295-35297 Government Code 8607 and 3100

In Northern United Charter Schools' Board Policy _____ the Board of Trustees recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The Superintendent or designee shall develop and maintain a disaster preparedness plan which details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan. These plans will be developed in compliance with the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). School employees are considered disaster service workers and are subject to disaster service activities assigned to them.

The Northern United Charter Schools' Crisis Response plan is included in the appendices, and accomplishes the following:

- Appendix B: Crisis Response Plan, incorporates strategies of the Incident Command System (ICS), SEMS and NIMS.
- Provides ALICE training (Alert, Lockdown, Inform, Counter, Evacuate).
- Provides emergency contact information for district staff in Appendix B.1: District Staff Emergency Contacts – Confidential.
- Provides emergency contact information for school site staff in Appendix B.2: Campus Staff Emergency Contacts – Confidential.
- Describes the ICS structure for the district crisis response team in Appendix B.4: Northern United Charter Schools' Incident Command System
- Defines specific evacuation procedures for the district office and school sites developed with considerations for students with physical disabilities in Appendix B.5: District/Campus Emergency Fire Evacuation .
- Provides guidance for emergency response to a variety of potential hazards and incidents, including duck and cover procedures following an earthquake in Appendix C: Emergency Response Guidelines and Appendix D: Types of Emergencies & General Procedures.

(i) Earthquake and Multi-hazard Emergency Procedure System

Northern United Charter Schools' describes the policies for establishing an earthquake emergency procedure system and defines several key procedures including, alignment with SEMS and NIMS, a definition of drop procedures and a list of response activities to occur during and immediately following an earthquake.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Education Code 48900, 48915 (c) and (d)

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

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

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

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at each NU-HCS Learning Center.

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

A. Involuntary Dismissal

A student may be dismissed from the Charter School by the School Director for any of the following reasons:

Failure to fulfill the terms of the enrollment contract.

If the Charter School Director determines that any of the above conditions have been met, the School Director may place the student on a contract to correct the issue for the next thirty (30) calendar days. If the issue has not been corrected at the end of the thirty-day period, the School Director may dismiss the student, subject to the requirements below. If the student has made some progress toward correcting the issue, the School Director may choose to extend the contract for an additional period at his/her discretion. If the student and/or the student's parent/guardian does not agree to such a contract, the School Director may immediately dismiss the student, subject to the requirements below.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the

student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

B. Grounds for Suspension and Expulsion of Students

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

C. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - Caused, attempted to cause, or threatened to cause physical injury to another person.
 - Willfully used force or violence upon the person of another, except self-defense.
 - Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
 - 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.
 - Committed or attempted to commit robbery or extortion.
 - Caused or attempted to cause damage to school property or private property.
 - Stole or attempted to steal school property or private property.
 - Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

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

- Knowingly received stolen school property or private property.
- 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.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- 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.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably

to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated 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 student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 1. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

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

- A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

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

- Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee' s concurrence.
- Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

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

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except self-defense.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
- 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.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- Committed an obscene act or engaged in habitual profanity or vulgarity.

- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Knowingly received stolen school property or private property.
- 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.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- 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.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated 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 student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that

another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

- a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- b. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

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

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

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

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
- b. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

- c. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

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

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

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

D. 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 School Director or the School Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the School Director or designee.

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This

conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

1. Notice to Parents/Guardians

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

1. 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 School Director or School Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

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

E. Authority to Expel

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

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or 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.

F. 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 School Director or designee determines that the pupil has committed an expellable offense.

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

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her

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

- 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.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 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 he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- 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.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

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

H. 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.

I. Presentation of Evidence

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

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

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

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

J. Written Notice to Expel

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

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

K. Disciplinary Records

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

L. No Right to Appeal

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

M. Expelled Pupils/Alternative Education

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

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 year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

O. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the School Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat

to others or will be disruptive to the school environment. The School Director or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

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

1. Notification of SELPA

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

- **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.

Procedural Safeguards/Manifestation Determination

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

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

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

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

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

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

1. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

1. Special Circumstances

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

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

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

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

1. Interim Alternative Educational Setting

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

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

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

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

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

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

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

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

(D) Procedures to Notify Teachers of Dangerous Pupils

Education Code 49079 Penal Code 243(e)

When the Superintendent, Principal, Regional Director or Site Director at Northern United Charter Schools' becomes aware that a student has caused or tried to cause another person serious bodily injury, or any injury that requires professional medical treatment, a separate and confidential file is created for that child. Information based upon written District records or records received from a law enforcement agency are contained in the file. When such a student is assigned to a teacher's classroom, the principal shall provide the teacher with written notification. The teacher is asked to review the student's separate and confidential file in the office. Teachers are informed that such information is to be kept in strictest confidence and is to disseminate no further. Excerpts from the California Education Code, the California Penal Code and from California Education Code Section 49079 are as follows:

- (a) A school district shall inform the teacher of every student who has caused or who has attempted to cause serious bodily injury to another person, as defined in paragraphs (5) and (6) of subdivision (e) of Section 243 of the Penal Code, to another person. The District shall provide the information to the teacher based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section.
- (b) No school district shall be liable for failure to comply with this section if, in a particular instance, it is demonstrated that the district has made a good faith effort to notify the teacher.
- (c) The information provided shall be from the previous three (3) school years.
- (d) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

From California Penal Code Section 243(e) – Paragraphs 5 and 6

- (5) ... "Injury" means any physical injury which requires professional medical treatment.
- (6) ... "Custodial Officer" means any person who has the responsibilities and duties and who is employed by a law enforcement agency of the city or county or who performs those duties as a volunteer.

When informed pursuant to Welfare and Institutions Code 828.1 that a student has committed crimes unrelated to school attendance which do not therefore constitute grounds for suspension or expulsion, the Superintendent or designee may so inform any teacher, counselor or administrator whom he/she believes needs this information in order to work with the student appropriately, avoid being needlessly vulnerable, or protect others from needless vulnerability. The Superintendent or designee shall consult with the Principal or Site Director of the Learning Center in which the student attends in order to identify staff that should be so informed. Teachers shall receive the above information in confidence and disseminate it no further. The principal or designee shall maintain the above information in a separate confidential file for each student. When such a student is assigned to a class/program, the principal or designee shall notify the teacher in writing and ask the teacher to initial this notice, return it to the principal or designee, and review the student's file in the school office. This notification shall not name or otherwise identify the student. The principal or designee shall notify all certificated personnel who are likely to come into contact with the student, including the student's homeroom or classroom teachers, special education teachers, coaches and counselors.

(E) Discrimination and Harassment Policies

Education Code 200-262.4

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Northern United – Humboldt Charter School (“NU-HCS”) 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 disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as “misconduct prohibited by this Policy.”

To the extent possible, NUCS 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. NU-HCS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

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

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

Shari Lovett

School Director

2120 Campton Road, Suite H, Eureka, CA 95503

(707)445-2660 x110

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

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

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

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

Sexual harassment may include, but is not limited to:

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

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

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

Prohibited Bullying

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

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

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

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

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

Grievance Procedures

1. Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

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

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

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

NU-HCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

Northern United Charter Schools' prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

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

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of NU-HCS, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

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

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

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

(F) School - wide Dress Code

Education Code 35183

Northern United Charter Schools' believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction that would interfere with the educational process. Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action. The principal, staff and parents/guardians at a learning center may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

(G) Procedure for Safe Ingress and Egress to and from School

Northern United Charter School takes pride in being a school that has a mission to provide a safe environment for all students, parents, and school employees. Our school will take measures to promote safe ingress and egress to and from the school for pupils, parents, and school employees. Safe ingress and egress will be maintained by periodic reviews of the procedures for ingress and egress. The school will encourage that all passageways to and from school buildings, corridors within school buildings and emergency exits remain clear of all obstruction to allow flow of pedestrian and vehicular traffic. The school will also make efforts to remove potential obstructions and hazards from such areas. To achieve this goal, the school works closely with local law enforcement agencies to encourage that the school's immediate community is safe.

Through the joint efforts of the District office, administrators and faculty, NUCS has developed a plan to promote the safe arrival and departure of students, staff, and visitors. Northern United Charter Schools' encourages input from our community and reviews this plan on an annual basis. Any problems associated with safe ingress and egress will be addressed immediately.

The following procedures are to be followed in order to maintain a safe environment for students and staff at Northern United Charter Schools':

- All visitors are to check into the office and sign in.
- Visitors will be issued a (paper) name tag that indicates they are checked into the office.
- Visitors will return to the office at the end of their visit to sign out.
- Staff will ask all visitors name tags to check into the office or staff will notify the office for assistance
- Police services will be called upon in the event of any visitor not complying with posted regulations.

(H) A Safe and Orderly School Environment Conducive to Learning

Safe Climate Goal: Our Schools' Resource Center & individual Learning Centers are a source of pride where students are provided with safe and clean facilities in which students can learn, achieve, thrive and succeed in a healthy conducive environment for learning.

<i>Objectives</i>	<i>Action Steps</i>	<i>Resources</i>	<i>Project Lead</i>	<i>Outcome</i>
<i>Identify and address/secure critical facility vulnerabilities and hazards</i>	<i>FIT</i>		<i>Site Coordinator or Administrator</i>	
<i>Maintain Emergency Lockdown Classroom supplies for each classroom</i>	<i>Maintain Safety Bucket</i>	<i>Required Elements</i>	<i>Site Coordinator or Administrator</i>	
<i>Implement and Practice Crisis Response Plans</i>	<i>Practice mandated Drills</i>	<i>Safety Plan discussion annually</i>	<i>Site Coordinator or Administrator</i>	
<i>Provide Students with Behavioral and Emotional Support</i>	<i>Implementation of SST's schoolwide</i>	<i>School Counselor or School Psychologist</i>	<i>Valerie Walsh</i>	
<i>Provide Students with Academic Support</i>	<i>Teachers, instructional aides</i>	<i>Site Coordinator or Administrator or Director</i>	<i>Lead Teacher or Administrator</i>	

(I) School Discipline Rules and Consequences

Education Code 35291 and 35291.5

(J) Adaptations for Students with Disabilities

STATUTES FOR SERVICES IN SCHOOL

Federal law mandates that every child will receive a free and appropriate public education (FAPE) in the least restrictive environment. Children who experience difficulties in school, due to physical or psychiatric disorders, emotional or behavioral problems and/or learning disorders or disabilities are entitled to receive special services or accommodations through the public schools. To support their ability to learn in school and participate in the benefits of any district program or activity, including emergency preparedness and school safety plans, three Federal laws apply to children with special needs:

A. The Americans with Disabilities Act (ADA) of 1990

The Americans with Disabilities Act (ADA) of 1990, including amendments which became effective in 2009, provides “a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.” The ADA prohibits the exclusion of any qualified individual with a disability, by reason of such disability, from participation in or benefits of educational services, programs or activities.

B. Individuals with Disabilities Education Act (IDEA)

The Individuals with Disabilities Education Act (IDEA) is a 1975 federal law, amended by the Office of Special Education Programs in 1997, which ensures services to children with special needs throughout the nation. IDEA specifies 13 primary categories under the lead definition of a “child with a disability.” (See Table 1, Categories of Disability Under IDEA Law.) These federal definitions guide how states define who is eligible for a free, appropriate public education under special education law. The IDEA requires the school to provide an individualized educational program (IEP) that is designed to meet the child's unique needs and provide the child with educational benefit.

C. Individual Education Program (IEP)

IDEA requires that planning for the educational success of these students is done on an individual, case-by-case basis through the development of an Individual Education Program (IEP). The IEP is a written statement developed for each child with a disability that outlines measurable annual goals for each child's academic achievement and functional performance and specifies accommodations and modifications to be provided for the student. Students with special needs who are self-sufficient under normal circumstances may have to rely on others in an emergency. They may require additional assistance during and after an incident in functional areas, including, but not limited to: communication, transportation, supervision, medical care and reestablishing independence. While not explicitly stated, a component of the IEP for related services must consider the particular needs of the child to ensure his or her safety during an emergency that includes evacuation from a classroom and building.

Table 1. Categories of Disability under IDEA Law

			Factors that Reduce Risk in Emergencies
Autism	Autism spectrum disorder	Characterized by extraordinary difficulty in social responsiveness; often resistant to environmental change or change in daily routine and experience anxiety over interruption. May be non-verbal or use argumentative communication.	Structure, routine, normalcy and familiarity with activity
Deaf-blindness		A simultaneous significant hearing and vision loss; limits the speed of movements.	Guidance from a sighted person
Developmental delay		A delay in one of the following areas: physical development; cognitive development; communication; social or emotional development; or adaptive (behavioral) development.	Minimized disruption of routine patterns of activity, modulate sensory input
Emotional disturbance	Behavior disorder, emotional disability	Has limited ability to understand environmental events, situations, or procedures. Needs are categorized as mild, moderate or severe. May disobey or resist direction, may panic.	Regulated sensory input
Hearing impairment	Deaf, hard of hearing	A complete or partial loss of hearing that adversely affects a child's educational performance. May not respond to auditory cues.	Written instructions, sign language, specialized communication for direction in an emergency
Mental retardation	Intellectual disability, cognitive impairment	Significant limitations in intellectual ability and adaptive behavior. This disability occurs in a range of severity.	Regulated sensory input

Multiple disabilities		The simultaneous presence of two or more impairments, the combination of which causes such severe educational needs that they cannot be accommodated in a special education program solely for one of the impairments. Does not include deaf-blindness	
Orthopedic impairment	Physical disability	A significant physical limitation that impairs complete motor activities, strength, vitality or an alertness to environmental stimuli	Adaptive physical equipment: cane, walker, wheelchair. May require alternative, accessible evacuation route
Other health impairment		A disease or disorder so significant that it negatively affects learning; examples include cancer, sickle-cell anemia, and diabetes	Continuity of medication management regime
Specific learning disability	Learning disability	A disorder related to processing information that leads to difficulties in reading, writing and computing.	
Speech or language	Communication disorder, stuttering	A disorder related to accurately producing or articulating the	Sign language, hand signals, specialized

impairment		sounds of language to communicate	communication for response in an emergency
Traumatic brain injury	TBI	An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both that may affect cognition, behavior, social skills and speech.	
Visual impairment	Low vision, blindness	A partial or complete loss of vision	Guidance from a sighted person

MITIGATION AND PREVENTION

Mitigation is the action schools take to identify barriers students with special needs may face during an emergency and eliminate or reduce their adverse effects. A hazards and vulnerability assessment of the site will help in preparing the emergency plan and identifying improvements for safety.

A. Teacher Survey - Students Needing Special Assistance

At the beginning of each year, teachers should provide to the main office the name(s) of students/staff that will require special assistance in the event of an emergency. The type of assistance needed as a result of an injury is also required (i.e. broken leg during the year).

Review how an emergency may impact the daily routine of students with special needs.

Know who is on your school site: Identify students and staff on the site with special needs and disabilities. The school principal must be aware of all students with special needs using school facilities and services.

Identify the students who are severely handicapped and who might need extra support in emergency crises.

Make a list of the students on the school site who are on medication and their medication schedule.

Maintain a list of all resources regularly relied upon and determine how a disaster might affect the use of them. Examples include (use of mobility aids, communication devices and electrically-dependent equipment).

Identify all the stakeholders who should be considered in the plan (family, friends, service providers, personal attendants, physicians and others).

Determine what short term accommodations to provide for students with temporary disabilities
Assess potential hazards. Review evacuation equipment.

Mitigation Strategies

Learn about the types of hazards that may impact the school (e.g., earthquakes, floods, wildfires) and assure that emergency response procedures address each one.

B. Identify a pre-evacuation site that is accessible to students with disabilities

Plan a primary and secondary evacuation route from each location the student is in during the course of the day.

Develop a schedule a daily activities and classes that identifies where a special needs student may be located each period of the day.

Consider classroom location in placement of students with disabilities. Evaluate the handicap accessibility of nearby exits and proximity to the school nurse.

Conduct a test of the family notification system to assure that contact information is up-to-date to help decrease parent anxiety during a disaster.

C. Preparedness

Preparedness focuses on what steps need to be taken to facilitate a rapid, coordinated, effective response when an emergency occurs to keep the students safe. Collaboration with first responders in preparedness strategies and ongoing communications is essential and facilitates the safe integration of students with disabilities into emergency procedures.

General Strategies

Consult parents or guardians concerning care considerations if the special needs student is isolated at school for a short term or long-term basis. Inform parents about efforts to keep their child safe at school.

Obtain necessary equipment and supplies, create evacuation maps and facilities information.

Inform and train staff about emergency response protocols. Encourage teachers to discuss emergency procedures with parents as part of IEP meeting or other review.

Buddy System

Pairing students up with special needs students for emergency response, e.g., the “buddy system”, can help with critical backup when a skilled assistant is unavailable or separated from the class. Buddies need to be willing and capable of assisting students in an evacuation to accompany the individual to a safer enclosure or wait for emergency responders. The buddy must be acceptable to the student with a special need. Also, teachers in adjacent classrooms can be pre-assigned joint responsibility for both classes if one of the teachers is busy with an injured student.

To have an effective buddy system:

Give the student the opportunity to select his or her own buddy.

Identify a buddy who is appropriate (e.g. strong enough).

Designate a backup buddy.

Train for the specific need of the special needs student.

Hold practice sessions to assure that buddies can handle their tasks.

Train the buddies on how to communicate with the students and how to safely evacuate.

Buddies must be able to make contact quickly with the special needs student when the need arises. The following situations may interfere with this critical communication. Use the suggested strategy as an alternative.

The buddy is in the building, but away from the customary work area.
Have a trained backup buddy in place.

The buddy cannot locate the person with a special need because the person is absent.
Keep an updated roster of who is at school each day. Assign a temporary buddy when the primary buddy is absent.

The buddy has left the class/program, and a new one has yet to be identified.
Make an effort to find a replacement as soon as possible. Assign a temporary buddy until there is a permanent buddy.

The buddy forgets or is frightened and abandons the special needs person.
Check on each special needs student to assure he/she is accounted for during an evacuation. Practice drills will help diffuse real-time fright.

(K) Bullying Prevention and Hate Crimes

Education Code 48900

III-18 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Northern United – Charter School (“NUCS”) 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 disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as “misconduct prohibited by this Policy.”

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

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

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

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a

condition of an individual's education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
 - Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex

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

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

Prohibited Bullying

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

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

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

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a

profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of “Cyber sexual bullying” including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

Grievance Procedures

1. Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

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

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

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a

teacher, counselor, the School Director, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

NUCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

NUCS prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

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

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of NUCS, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

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

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

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

4. Uniform Complaint Procedures

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

5. Right of Appeal

Should the reporting individual find the Coordinator’s resolution unsatisfactory, he/she may follow the Dispute Resolution Process found in the Student/Family Handbook.

(L) Suicide Policies and Procedures

Northern United Charter Schools recognizes that suicide is a leading cause of death among youth and should be taken seriously. Charter School personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed measures and strategies and procedures for suicide prevention, intervention, and postvention.

In compliance with Education Code Section 215, this policy has been developed in consultation with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations in planning, implementing, and evaluating the Charter School’s strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

A. Staff Development

The Charter School, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
 - Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care; and
 - Youth who have suffered traumatic experiences.
 - In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;

- Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on Charter School guidelines;
- Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- Charter School -approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- Responding after a suicide occurs (suicide postvention);
- Resources regarding youth suicide prevention;
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

A. Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

A. Parents, Guardians, and Caregivers Participation and Education

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This suicide prevention policy shall be prominently displayed on the Charter School Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

A. Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, the Charter School along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Charter School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

A. Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Director
- School Psychologist
- School Counselor

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at the Charter School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:

- Securing immediate medical treatment if a suicide attempt has occurred;
- Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
- Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
- Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
- Moving all other students out of the immediate area;
- Not sending the student away or leaving him/her alone, even to go to the restroom;
- Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
- Promising privacy and help, but not promising confidentiality.

1. Document the incident in writing as soon as feasible.
2. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
3. After a referral is made, the Charter School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional

distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.

4. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
5. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Charter School campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the School Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Charter School staff may receive assistance from the Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the Charter School campus and unrelated to school activities, the School Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

A. Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in the Charter School activities to notify a teacher, the School Director, another Charter School administrator, psychologist, Charter School counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Charter School staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

A. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Director to:
- Confirm death and cause;
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
- Notification (if not already conducted) to staff about suicide death;
- Emotional support and resources available to staff;
- Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
- Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
- Review of protocols for referring students for support/assessment;
- Talking points for staff to notify students;
- Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify what social media platforms students are using to respond to suicide death, and identify/train staff to monitor social media outlets if needed;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:

- Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
- Support siblings, close friends, teachers, and/or students of deceased
- Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

(M) Guidelines for Mental Health Professionals and School Counselors

Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:

- a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
- b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
- c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

(N) Procedures for Responding to Pesticide or other Toxic Substances

Education Code 32288

A Biological or Chemical Release is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances:

Scenario 1 - Substance released inside a room or a building

Scenario 2 - Substance released outdoors and localized

Scenario 3 - Substance released in surrounding community.

It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

SCENARIO 1: SUBSTANCE RELEASED INSIDE A ROOM OR BUILDING

1. The School Administrator will initiate the EVACUATE BUILDING action as described. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The School Administrator or center coordinator will call 911 and will provide the exact location (e.g., building, room, area) and nature of emergency.
3. The School Administrator or center coordinator will notify staff
4. The School Administrator or center coordinator will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
5. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases).
6. The Assembly Area Team will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Assembly Area Team will provide the list to the School Administrator and the emergency response personnel.
7. Any affected areas will not be reopened until the appropriate agency provides clearance and the Schools' Director gives authorization to do so.

SCENARIO 2: SUBSTANCE RELEASED OUTDOORS AND LOCALIZED

1. The School Administrator will immediately direct staff to remove students from the affected areas to an area upwind from the release. The School Administrator will, if necessary, initiate the EVACUATE BUILDING action.
2. The School Administrator will call 911 and will provide the exact location and nature of emergency.

3. The Security Team will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
4. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated “topically” by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). A member of the First Aid/Medical Team should assess the need for medical attention.
5. The Assembly Area Team will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Assembly Area Team will provide the list to the School Administrator and the emergency response personnel.
6. Any affected areas will not be reopened until the appropriate agency provides clearance and the Schools’ Director gives authorization to do so.

SCENARIO 3: SUBSTANCE RELEASED IN SURROUNDING COMMUNITY

1. If the School Administrator or local authorities determine a potentially toxic substance has been released to the atmosphere, the School Administrator will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, turn off local fans in the area; close and lock doors and windows; shut down all buildings’ air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, and gymnasium). Teachers should communicate their locations to the School Administrator, using whatever means without leaving the building.
4. The School Administrator will call (911) and will provide the exact location and nature of emergency.
5. The School Administrator will turn on a radio or television station to monitor information concerning the incident.
6. The school will remain in a SHELTER-IN-PLACE condition until appropriate agency provides clearance, or staff is otherwise notified by the School Administrator.

(O) Active Shooter & Violent Intruder Policies and Procedures

ACTIVE SHOOTER

I. PURPOSE

An active shooter or armed intruder on school property involves one or more individual's intent on causing physical harm and/or death to students and staff. Such intruders may also possess a gun, a knife, a bomb or other harmful device. An Active Shooter or armed intruder will result in law enforcement and other safety and emergency services responding to the scene as quickly as possible.

Once law enforcement arrives, it is critical to follow the instructions of, and cooperate with, law enforcement officers. The School Incident Commander will be relieved by a law enforcement official as soon as possible. The law enforcement official will now be the Incident Commander with complete jurisdiction over the scene. The school is a crime scene and will require a thorough search and processing.

I. RESPONSIBILITIES

A. School Incident Commander/Principal

Upon Notification of an active shooter or armed intruder on campus, immediately direct staff to call 911 if it is unknown whether or not 911 notification has already taken place (Be sure that you don't have to dial a number previously to dialing). 911 call should provide the name and exact location of the school, the nature of the emergency, number and description of intruders (if known), type of weapon(s), area of the school where last seen, actions taken by the school, and whether there are on-site security or law enforcement officers (e.g. DARE, School Resource Officer). Caller will remain on the line to provide updates.

Initiate ALERT protocols. Notification to the building occupants will be made using all available means. Notification shall provide any information regarding the on-going situation that will assist the building occupants in making a good decision as to their best survival response option. Typically, information that answers the basic questions of "Who? What? Where? When? How?" will provide the necessary details to make an informed decision.

Secure the administration office as a command post and retrieve the critical information and data about the school's emergency systems, including communications, staff and students locations, detailed floor plans and other important information, documents, items, and supplies that are prepared and readily available for use during the incident. If the incident is occurring at the administration office, designate an alternate command post.

Direct command post staff to maintain contact with teachers reporting pertinent emergency information via [Phone, email, texting, Dial My Calls]. All information received via eye-witnesses or through the in-house surveillance camera system will be used to INFORM the building occupants of the event in as real-time as possible.

Notify the Superintendent's office and request activation of the communications plan for media and parent notification protocols.

Staff and students outside the building will EVACUATE to an off-site relocation center /Rally Point

Direct support staff outside to stop pedestrians and vehicles from entering the school grounds until law enforcement arrives.

Ensure that any buses en route to the school are redirected to a designated relocation site.

B. Teachers and Staff

The first person to note indication of an active shooter or armed intruder, as soon as it is safe to do so, should call 911, then notify the School Incident Commander/Principal. If in close proximity to the danger, assess the situation for the best survival option. EVACUATE if at all possible. If not, gather assistance and engage in conducting an Enhanced LOCKDOWN of the area. If the active shooter or armed intruder has made contact, immediately begin COUNTER strategies, and then EVACUATE or take control of the intruder.

Individuals who are not in the immediate danger area should gather information about their classroom's immediate situation. Account for all students or other individuals sheltered in their room.

Assess the ability to safely EVACUATE the building.

If there is no safe manner to EVACUATE the building, have others assist in conducting an Enhanced LOCKDOWN of the room.

Rooms in Enhanced LOCKDOWN shall pay attention to all announcements providing event details. If the circumstances change and EVACUATE becomes a viable option, a decision can be made to leave the location and EVACUATE to the RALLY POINT. Unless evacuating, rooms in Enhanced LOCKDOWN, shall remain secured until personally given the "All Clear" by the Incident Commander or a law enforcement officer in uniform.

If an active shooter or armed intruder enters the classroom individuals are to use whatever COUNTER strategies necessary to keep the students safe. This may include any and all forms of resistance to the threat.

If an active shooter or armed intruder enters and begins shooting, any and all actions to stop the shooter are justified. This includes, making noise, moving about the room to lessen accuracy, throwing items (books, computers, phones, book bags) to interfere with the ability to shoot accurately, safely exiting out windows, and taking control of the intruder. Anyone not involved in COUNTER strategies should get out anyway possible and move to another location.

III. OTHER PROCEDURES

After the active shooter or armed intruder(s) has been subdued, the School Incident Commander/ Principal in consultation with the law enforcement Incident Commander will announce an ALL CLEAR and EVACUATION and relocation to an alternate site for FAMILY REUNIFICATION.

If staff or students are injured, assist them out of the building to the nearest emergency medical personnel.

The School Incident Commander will notify officials at the relocation site of the EVACUATION and to activate FAMILY REUNIFICATION protocols.

The School Incident Commander will request bus transportation or alternate transportation to the relocation site.

The School Incident Commander will activate the communications plan to deal with media and parent notification protocols, and direct parents to go to the relocation site.

Those who remained secured in an Enhanced LOCKDOWN, will EVACUATE the building using the designated exit routes and alternate routes to the assigned assembly areas, take attendance and move to the buses for transport.

The School Incident Commander will activate the crisis response team and active MENTAL HEALTH AND HEALING procedures and/or notify area mental health agencies to provide counseling and mental health services at the relocation site.

The School Incident Commander will debrief appropriate school personnel.

The Superintendent or designee, in consultation with law enforcement officials, will determine when the school can resume normal activities and communicate the information to parents and the public.

Comprehensive School Safety Plan Appendices

Appendix A: Safety Planning Process

California *Education Code* sections 32280–32289, developing, revising, and updating comprehensive school safety plans through a collaborative process and obtaining school district or county office of education approval are required annually by March 1. School site councils or their designated safety committees must work with educators, classified staff, parents, first responders, and community leaders and must consult with law enforcement to ensure these plans are effective and current. As schools revise safety plans, school leaders should ask:

- “What more can we do to protect our students?”
- “How can we develop expertise in design and implementation of effective plans?”
- “How can we expand our collaborative efforts and communication efforts?”
- “How can we better share effective practices?”

Schools and districts must comply with California *Education Code* sections 32280–32289.

Description	Date/Time	Documentation
Learning Center's Safety Assessments	October/November	FIT
School data Research for Campus Assessments	October/November	
Safety Planning Committee Meetings to discuss plan goals, timelines and amendments	December/February	Safety Planning Committee Minutes
Board Presentation	February	Meeting Agenda
Board Approval	February	Meeting Agenda
Submission	March 1	

Appendix B: Crisis Response Plans

The following sections provide key information for crisis response for Northern United Charter Schools'. While this information represents the basic tools needed for an effective crisis response, Northern United Charter Schools' will continue to assess, revise and expand on the plan for continuous improvement in student safety.

Appendix B.1 : Staff Emergency Contacts

Name	Position	Phone Numbers	Safety Crisis Response Role
<i>Kirk Miller</i>	<i>Regional Director</i>	<i>530-842-4509 530-925-1463 530-926-6693</i>	
<i>Julie Smith</i>	<i>Regional Director</i>	<i>707 407-0517 707 845-9331</i>	
<i>Shari Lovett</i>	<i>Director</i>		
<i>Rebekah Davis</i>	<i>Regional Director</i>	<i>707-442-6200 707 616-6861</i>	

Appendix B.2: Crisis Response Community Contacts

For all emergencies call 911

Police Department	Eureka (707)441-4060	Arcata (707)822-2428	Siskiyou (530)235-2320	Redway	Willow Creek
Sheriff	Eureka (707)445-7251	Arcata (707)822-2428	Siskiyou (530)235-2320	Redway (707)923-2761	
Fire Department	Eureka (707)441-4000	Arcata (707)825-2000	Siskiyou (530)842-3516		
American Red Cross	Eureka (707)832-5480	Arcata (707)832-5480	Siskiyou (530)842-4476		
Child Welfare	Eureka (707)445-6180	Arcata (707)445-6180	Siskiyou (530)841-4200		
Air Pollution Control	Eureka (707)443-3093	Arcata (707)443-3093	Siskiyou (530)841-4025		
Poison Control	(800)222-1222	(800)222-1222	(800)222-1222		

Appendix B.3: Northern United Charter Schools' Incident Command System

Appendix B.4: Emergency Fire Evacuation Maps

Resource Center and Individual Learning Centers

Appendix B.5: Center Specific Plans

Humboldt Learning Centers

- Arcata Center
- Briceland Center
- Cutten Learning Center
- Cutten Resource Center
- Eureka Center
- Redway Center
- Willow Creek Center

Siskiyou Learning Centers

- Mount Shasta
- Yreka

Appendix C: Emergency Response Guidelines

STEP ONE: IDENTIFY THE TYPE OF EMERGENCY

The first response to an emergency is to determine the type of emergency that has occurred. Procedures for 18 different types of emergencies are listed in the following section.

STEP TWO: IDENTIFY THE LEVEL OF EMERGENCY

The second step in responding to an emergency is to determine the level of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, there is a three-tiered rating below:

- Level 1 Emergency: A minor emergency that is handled by school personnel without the assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury.
- Level 2 Emergency: A moderate emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving a potentially hazardous material, e.g., “unknown white powder.”
- Level 3 Emergency: A major emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

STEP THREE: DETERMINE THE IMMEDIATE RESPONSE ACTION

Once the type and extent of an emergency have been identified, school personnel can determine if an immediate response action is required. The most common immediate response actions initiated during school emergencies are:

- **Duck & Cover:** Students and staff protect themselves by crouching under a table, desk, or chair until the danger passes.
 - **Shelter in Place:** Students and staff are kept indoors in order to isolate them from the outdoor environment. The heating and air conditioning system is also shut down.
 - **Lock Down:** Students and staff are kept in a designated locked area until a danger has passed, such as an intruder being on campus.
 - **Evacuate Building:** Students and staff are escorted outside to an assembly area if it has been determined that it is too dangerous to remain indoors.
 - **Evacuate Campus:** Students and staff are escorted to an off-site assembly area if it has been determined that it is too dangerous to remain on campus.
- All Clear: Notification is given that normal school operations should resume.

STEP FOUR: COMMUNICATE THE APPROPRIATE RESPONSE ACTION

Once the type of immediate response action is determined, the incident commander must inform the school staff which response action to take. The most appropriate method of communication depends on the response action selected. When announcing what response to take, avoid codes, jargon, or any other potentially confusing vocabulary. Be calm, direct, and clear in your announcements.

- **Duck & Cover:** Immediately use the school/center school-wide communication system to instruct students and staff to protect themselves by moving into a “duck & cover” position by crouching under a table, desk, or chair until the danger passes. Time is the most urgent matter with this response action as the emergency may take place before the announcement can be made. However, do not assume that all members of the site are already in a “duck & cover” position. Make the announcement even if the immediate crisis has passed.
- **Shelter in Place:** Immediately use the school/center school-wide communication system to instruct students and staff that they are to stay indoors until further notice, even if the heating and air conditioning system is disabled.
- **Lock Down:** Immediately use the school/center school-wide communication system to instruct staff to lock all exterior doors, to close any open windows, and to keep students as far away as possible from any windows until further notice
- **Evacuate Building:** Immediately use the school/center fire alarm bell system to notify students and staff that they are to proceed to the school/center outside assembly area.

- **Evacuate Campus:** Immediately use the school/center fire alarm bell system to notify students and staff that they are to proceed to the school/center outside assembly area. From there, notify staff and students using a bullhorn that it has been determined that it is too dangerous to remain on campus. Provide instructions on how staff and students will be relocated.
- **All Clear:** Use the school/center school-wide communication system to notify staff and students that normal school operations should resume.

THE BIG FIVE ACTION RESPONSES

ACTION	DESCRIPTION
DROP/COVER/ HOLD ON	Implemented during an earthquake or explosion to protect building occupants from flying and falling debris
EVACUATION	Implemented when conditions outside the building or off-site are safer than inside or on-site. Requires the orderly movement of students and staff from school buildings to a pre-determined safe location
LOCKDOWN / BARRICADE	Initiated for an immediate threat of danger to occupants of a campus or school building and when any movement will put students and staff in jeopardy. Once implemented, no one is allowed to enter or exit rooms for any reason unless directed by law enforcement
SECURE CAMPUS	Initiated for a potential threat of danger in the surrounding community. All classroom/office doors are closed and locked and all students and staff remain inside until otherwise directed. Instruction continues as planned
SHELTER IN PLACE	Implemented to isolate students and staff from the outdoor environment and provide greater protection from external airborne contaminants or wildlife. Close windows and air vents and shut down air conditioning/heating units

Drill Schedule & Log

All drills should be pre-scheduled.

Fire alarm and drill at least once every month in elementary schools, at least four times every school year in middle schools and at least twice every school years in secondary schools.

California Education Code, Section 35297.

Drop, Cover, Hold On drill at least once each school quarter in elementary schools, once a semester in secondary schools

Lockdown drill recommended two or three times a year

Date	Type of drill	How long did the evacuation take?	Activity of students at the time of drill:	Comments	Signatures (date signature please)
	Fire				
	Earthquake				
	Fire				
	Fire				
	Fire				

	Shelter in Place				
	Fire				
	Earthquake				
	Fire				
	Lockdown (RED)				
	Fire				
	Earthquake				
	Fire				
	Fire				
	Earthquake				

	Fire				
	Fire				

Appendix D: Types of Emergencies and General Procedures

AIRCRAFT CRASH

The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus** depending on the nature of the accident, the location of damage, and the existence of any chemical and/or fuel spills.

ANIMAL DISTURBANCE

This procedure should be implemented when the presence of a coyote, mountain lion, or any other wild animal threatens the safety of students and staff. The administrator or designee will initiate appropriate actions, which may include **LockDown or Evacuate Building**.

ARMED ASSAULT ON CAMPUS

This involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a gun, a knife or other harmful item. The administrator or designee will decide the appropriate response, which may include **Shelter-in-Place, LockDown, Evacuate Building, or Evacuate Campus**.

BIOLOGICAL OR CHEMICAL RELEASE

This is an incident involving the discharge of a biological or chemical substance in a solid, liquid, or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant. The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place or Evacuate Building**.

BOMB THREAT / THREAT OF VIOLENCE

This occurs upon the discovery of a suspicious package on campus grounds or receipt of a threatening phone call that may or may not present a risk of an explosion. If the threat is received by telephone, the person receiving the call should attempt to keep the caller on the telephone as long as possible and alert someone else to call 911. The person answering the threat call should ask the questions listed on the "Bomb Threat Checklist". In coordination with law enforcement, the administrator or designee will initiate appropriate actions, which may include **Duck & Cover, LockDown, or Evacuation.**

DISORDERLY CONDUCT

This involves a student or staff member exhibiting threatening or irrational behavior who does not have a weapon. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place, LockDown, Evacuate Building, or Evacuate Campus.**

EARTHQUAKE

Earthquakes occur without warning and may cause minor to serious ground shaking, damage to buildings, and injuries. It is important to note that even a mild tremor can create a potentially hazardous situation. The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Evacuate Building, or Evacuate Campus.**

EXPLOSION OR RISK OF EXPLOSION

This involves an explosion on school property, the risk of an explosion on school property, an explosion or risk of explosion near the school, or a nuclear explosion involving radioactive materials. The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus.**

FIRE IN SURROUNDING AREA

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school. After calling the local fire department in an effort to determine the seriousness of the fire, the administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place, LockDown, Evacuate Building, or Evacuate Campus.**

FIRE ON SCHOOL GROUNDS

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage. **Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the administrator or designee.** The administrator or designee will immediately initiate the Evacuate Building action. **If the size of the fire is beyond the control of staff on site, call 911 for immediate assistance from the fire department.**

FLOODING

This applies whenever storm water or other sources of water inundate or threaten to inundate school grounds or buildings. Flooding may occur as a result of prolonged periods of rainfall, where the school would have sufficient time to prepare. Alternatively, flooding may occur without warning, as a result of damage to water distribution systems, or a failure of a nearby man-made dam. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place, Evacuate Building, or Evacuate Campus.**

LOSS OR FAILURE OF UTILITIES

This addresses situations involving a loss of water, power or other utility on school grounds. This procedure should also be used in the event of the discovery of a gas leak, an exposed electrical line, or a break in sewer lines. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place or Evacuate Building**.

MOTOR VEHICLE CRASH

This procedure addresses situations involving a motor vehicle crash on or immediately adjacent to school property. Given the nature of the crash, there may also be a danger from a fuel spill, which should be considered when deciding which action(s) to take. The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus**.

PSYCHOLOGICAL TRAUMA

When the administrator or designee determines that there has been an event that causes a psychological impact on students and/or staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions, he or she should contact the **Superintendent** at the district office to request resource services. Emergencies like these usually produce one or more of the following conditions: temporary disruption of regular school functions and routines, significant interference with the ability of students and staff to focus on learning, physical and/or psychological injury to students and staff, and concentrated attention from the community and news media. As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been determined, attention must turn to meeting emotional and psychological needs of others.

SUSPECTED CONTAMINATION OF FOOD OR WATER

This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses. The administrator or designee will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area. Second, the administrator or designee will notify the district safety coordinator of the problem and await further instructions. Meanwhile, a list will be made of all potentially affected students and staff, which will be provided to responding authorities. Law enforcement should be contacted if there is evidence of individuals purposely contaminating the food or water source.

UNLAWFUL DEMONSTRATION OR WALKOUT

An unlawful demonstration or walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the administrator or designee. **The administrator or designee will initiate the Shelter-in-Place action. Students who ignore this action and leave campus shall be asked to sign his or her name and record address, telephone number and time entered or departed. If students leave the campus, the administrator or designee will designate appropriate staff members to accompany them.** These staff members will attempt to guide and control

the actions of students while offsite. **The administrator or designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.**



**Northern United - Humboldt Charter School
Cutten Resource Center
School Safety Plan - 2018/2019**

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- *Emergency Release Form*

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- *Emergency Response Procedures*
- *Chain of Command and Phone Numbers*
- *Responsibilities of those in Command*
- *Plan to Notify Parents/Guardians*

Safety Plan Purpose

Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses. The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at the main office of each school site and the Department of Student Services at the District Office. In addition, the Safety Plan is available on the District website: nucharters.org

Safety Plan Vision

Northern United - Humboldt Charter School - Eureka Center is a creative and stimulating learning community built on a foundation of respect and integrity, where individuals are safe, well-known, and cared for, where everyone contributes and values the contributions of others, where everyone learns every day, and where scholarship leads to academic excellence.

Evaluate and Amend the Plan

Schools and districts must comply with California *Education Code (EC)* sections 32280–89. It is your responsibility to ensure ongoing compliance with requirements including the development, revision, and updating of comprehensive school safety plans through a collaborative process and

that plans be approved annually by the school district or county office of education by March 1. School site councils or designated safety committees must work with educators, classified staff, parents, and community leaders; they must consult with law enforcement to ensure these plans are effective and current. The safety plans must comply with all requirements, and counties must notify the CDE by October 15, 2018, of any schools that have not complied.

Planning Committee Members

Julie Smith - Principal/Regional Director
Jennah Sylvia - Secretary
Sarah Schaefer - Lead Teacher
Reada McConnaughy - Math Teacher
Tammy Lindley - Science Teacher
Elyse Dorman - English Teacher
Shin Tamura - Instructional Aide
Renee Michels - Intern Teacher/Instructional Aide
Jen Enos - Small Group Instructor/Physical Education

Integration of Law Enforcement

Northern United - Humboldt Charter School - Eureka Center's Incident Commander has been trained in the ALICE (Alert, Lockdown, Inform, Counter, Evacuate) training. Working with local law enforcement and ALICE training instructors, the incident commander has integrated the protection and safety measures that are taught to proactively handle the threat of an aggressive intruder or active shooter event. This training will be implemented schoolwide upon completion of the ALICE course training.

Disaster Procedures

EARTHQUAKE DRILLS

The earthquake emergency procedure system shall, but not be limited to, all of the following: A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staffs. A drop procedure. As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop

procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools. Protective measures to be taken before, during, and following an earthquake.

A program to ensure that the students and that both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system. Whenever an earthquake alarm is sounded, all students, teachers and other employees shall immediately begin Duck, Cover and Hold procedures:

- DUCK, or DROP down on the floor.
- Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
- HOLD onto the furniture and be prepared to move with it.
- Stay in this position for at least one minute or, in a real situation, until shaking stops.

Evacuation. An Evacuation should NEVER be automatic. There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required. Pre-determined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]). Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non hazardous alternate routes may be needed. Practice evacuation using alternate routes to the assembly areas. Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/first responders.

The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with the Superintendent/designee.

FIRE DRILLS

Principals or Center Coordinators shall hold fire drills at least once a month in all elementary and middle schools and at least twice each school year at all high schools.

(Code of Regulations, Title 5, Section 550)

1. Whenever the fire alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.
2. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

3. Evacuation areas will be established away from fire lanes.
4. Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.
5. The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with the Superintendent/designee.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the Principal/designee.
5. Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

ACTIVE SHOOTER/ LOCKDOWN DRILLS

For sites that have had Active shooter Training, conducting an Active shooter Lockdown Drill initially involves more pre-planning and organization than conducting other drills. Middle and high schools should conduct an annual drill, which should take no longer than 40 minutes and impact class time by 20 minutes. Elementary schools should conduct drills every other year (or annually, if the local police department has the resources to support the drills). Drills need to be scheduled with your School Resource or Liaison Officers.

There are a number of steps that are recommended in the Active shooter Training in order to successfully conduct your drill. They involve:

1. Conduct a staff meeting. Plan on a 20 minute timeframe to review expectations and standards in terms of:
 - Locking doors
 - Covering windows
 - Turning off lights
 - Building barricades
 - Reviewing classroom and all clear procedures
 - Reviewing off site evacuation locations.

Procedures for Toxic Substance Release

The safe clean up of a chemical spill requires knowledge of the properties and hazards posed by the chemical, and any added dangers posed by the location of the spill. If you believe a spill is beyond your capacity to clean up, do not attempt to do so on your own, **STOP and contact 911.**

Minor Spill:

A minor spill is characterized by all of the following criteria:

- Is inside a laboratory and hasn't spread outside the laboratory;
- Did not result in a fire or explosion, nor presents a risk for a fire or explosion; and
- Did not result in personnel requiring medical attention.

Minor Spill Clean Up:

- Alert people in the immediate area of the spill. Remove everyone in a safe orderly fashion
- Put on appropriate Personal Protective Equipment, (gloves, protective eyewear, lab coat).
- Contain the spill with absorbent spill material.
- Completely clean the area where the spill occurred.
- Dispose of contaminated PPE properly.

Major Spill:

A major spill is characterized by all of the following criteria:

- Results in a fire or explosion, or presents a risk for a fire or explosion;
- Results in personnel requiring medical attention;
- Is not contained within a laboratory;
- or Is characterized as a major spill by the Emergency Coordinator.

For a Major Spill or Leak:

- Alert people in the immediate area of the spill.
- Remove any injured or contaminated persons if you can do so safely.
- Contact 911 and stand by in a safe location.
- Remove all contaminated clothing, shoes etc. and/or use an emergency shower if one is nearby.
- Seek immediate medical attention if you have been exposed.
- Do not attempt to clean up a major spill. Leave it to the experts!

Earthquake Emergency Procedures

EARTHQUAKE WHILE INDOORS AT SCHOOL

When an earthquake occurs, the following actions shall be taken inside the school building and in individual classrooms:

1. The teacher or other person in authority shall implement the **DROP** action. Each student shall:
 - Get under equipment (desk, table, etc.) where available. Otherwise get next to an inside wall or under an inside doorway.
 - Drop to knees with back to the windows and knees together.
 - Clasp both hands firmly behind the head, covering the neck.
 - Bury face in arms, protecting the head. Close the eyes tightly.
 - Stay there until the procedure or emergency is over or until subsequent instructions are given. Such instructions will depend upon circumstances and the extent of damage to the buildings.
2. As soon as possible, teachers shall move the children away from windows and out from under heavy suspended fixtures.
3. Teachers shall implement action to **LEAVE THE BUILDING** when the earthquake is over. Teachers shall ensure that students do not run, particularly on stairways.

EARTHQUAKE WHILE ON SCHOOL GROUNDS

When an earthquake occurs, the following actions shall be taken if teachers and students are on school playgrounds:

1. The teacher or other person in authority shall direct the children to **WALK** away from buildings, trees, poles, or exposed wires.
2. The teacher shall implement the **DROP** action. Teachers and students shall cover as much skin surface as possible, close eyes, and cover ears.
3. Teachers and students shall stay in the open until the earthquake is over, or until further directions are given.

SUBSEQUENT EMERGENCY PROCEDURES

1. Teachers shall see that students avoid touching electrical wires that may have fallen.
2. Teachers or students shall not light any fires after the earthquake until the area is declared safe. Laboratory or shop teachers shall be watchful of students' relighting burners or stoves.
3. Teachers shall render first aid if necessary.
4. Teachers shall take roll of their classes.
5. The principal shall see that guards are posted at a safe distance from all building entrances to see that no one reenters for any reason until the buildings are declared safe. Guards may be custodians, teachers, or students.
6. The principal shall shut off all pilot lights on water heaters or furnaces, as well as stoves in homemaking classrooms.
7. The principal shall request assistance as needed, through appropriate channels, from the county or city civil defense office or fire and police departments.

8. The principal shall notify utility companies of any break or suspected break in lines which may present an additional hazard.
9. The principal shall, if possible, contact the district office for further instructions.
10. The principal shall determine the advisability of closing the school, with the advice of the City Building Inspector if possible.
11. Following the quake, the principal shall inspect all buildings for safety in accordance with inspection procedures below.
12. If the building is safe for use, the principal or designee shall clear debris in order to resume educational activities as soon as possible.
13. Until such time as the buildings are safe for use, the principal shall provide educational facilities outside so that the educational program may be continued with as little interruption as possible.

PROGRAM TO ENSURE STUDENTS AND STAFF ARE AWARE OF PROCEDURES

Periodically, principals, coordinators or Learning Center Leads should evaluate the effectiveness and knowledge of all students and staff regarding earthquake drills. The following checklist may be used both for evaluation and in the initial planning of the drills:

- Are all students and staff familiar with the "take cover" procedure?
- Have students and teachers demonstrated their ability to take cover immediately?
- Do students know what to do in areas without shelter?
- Do students stay quiet during drills?
- Are teachers able to maintain relative calm and reassure their students?
- Do students and teachers know and understand evacuation procedures?
- Does everyone know their safe evacuation assembly area?
- Do teachers remember to take their class roster and evacuation checklists to the assembly area after evacuation?
- Have other staff members practiced their roles during earthquake drills?
- Have emergency variations been practiced? (e.g., exits blocked, aftershocks occurring, etc.)
- Have students had ample opportunity to discuss their fears and concerns about earthquakes, including how they can help each other?
- Have parents been informed about the earthquake drills?
- Have the drills been extended into the family and home?

Students with Disabilities

STATUTES FOR SERVICES IN SCHOOL

Federal law mandates that every child will receive a free and appropriate public education (FAPE) in the least restrictive environment. Children who experience difficulties in school, due to physical or psychiatric disorders, emotional or behavioral problems and/or learning disorders or disabilities are entitled to receive special services or accommodations through the public schools. To support their ability to learn in school and participate in the benefits of any district program or activity, including emergency preparedness and school safety plans, three Federal laws apply to children with special needs:

A. The Americans with Disabilities Act (ADA) of 1990

The Americans with Disabilities Act (ADA) of 1990, including amendments which became effective in 2009, provides “a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.” The ADA prohibits the exclusion of any qualified individual with a disability, by reason of such disability, from participation in or benefits of educational services, programs or activities.

A. Individuals with Disabilities Education Act (IDEA)

The Individuals with Disabilities Education Act (IDEA) is a 1975 federal law, amended by the Office of Special Education Programs in 1997, which ensures services to children with special needs throughout the nation. IDEA specifies 13 primary categories under the lead definition of a “child with a disability.” (See Table 1, Categories of Disability Under IDEA Law.) These federal definitions guide how states define who is eligible for a free, appropriate public education under special education law. The IDEA requires the school to provide an individualized educational program (IEP) that is designed to meet the child's unique needs and provide the child with educational benefit.

C. Individual Education Program (IEP)

IDEA requires that planning for the educational success of these students is done on an individual, case-by-case basis through the development of an Individual Education Program (IEP). The IEP is a written statement developed for each child with a disability that outlines measurable annual goals for each child’s academic achievement and functional performance and specifies accommodations and modifications to be provided for the student. Students with special needs who are self-sufficient under normal circumstances may have to rely on others in an emergency. They may require additional assistance during and after an incident in functional areas, including, but not limited to:

communication, transportation, supervision, medical care and reestablishing independence. While not explicitly stated, a component of the IEP for related services must consider the particular needs of the child to ensure his or her safety during an emergency that includes evacuation from a classroom and building.

Table 1. Categories of Disability under IDEA Law

			Factors that Reduce Risk in Emergencies
Autism	Autism spectrum disorder	Characterized by extraordinary difficulty in social responsiveness; often resistant to environmental change or change in daily routine and experience anxiety over interruption. May be non-verbal or use argumentative communication.	Structure, routine, normalcy and familiarity with activity
Deaf-blindness		A simultaneous significant hearing and vision loss; limits the speed of movements.	Guidance from a sighted person
Developmental delay		A delay in one of the following areas: physical development; cognitive development; communication; social or emotional development; or adaptive (behavioral) development.	Minimized disruption of routine patterns of activity, modulate sensory input
Emotional disturbance	Behavior disorder, emotional disability	Has limited ability to understand environmental events, situations, or procedures. Needs are categorized as mild, moderate or severe. May disobey or resist direction, may panic.	Regulated sensory input

Hearing impairment	Deaf, hard of hearing	A complete or partial loss of hearing that adversely affects a child's educational performance. May not respond to auditory cues.	Written instructions, sign language, specialized communication for direction in an emergency
Mental retardation	Intellectual disability, cognitive impairment	Significant limitations in intellectual ability and adaptive behavior. This disability occurs in a range of severity.	Regulated sensory input
Multiple disabilities		The simultaneous presence of two or more impairments, the combination of which causes such severe educational needs that they cannot be accommodated in a special education program solely for one of the impairments. Does not include deaf-blindness	
Orthopedic impairment	Physical disability	A significant physical limitation that impairs complete motor activities, strength, vitality or an alertness to environmental stimuli	Adaptive physical equipment: cane, walker, wheelchair. May require alternative, accessible evacuation route
Other health impairment		A disease or disorder so significant that it negatively affects learning; examples include cancer, sickle-cell anemia, and diabetes	Continuity of medication management regime
Specific learning disability	Learning disability	A disorder related to processing information that leads to difficulties in reading, writing and computing.	
Speech or language	Communication disorder, stuttering	A disorder related to accurately producing or articulating the	Sign language, hand signals, specialized

impairment		sounds of language to communicate	communication for response in an emergency
Traumatic brain injury	TBI	An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both that may affect cognition, behavior, social skills and speech.	
Visual impairment	Low vision, blindness	A partial or complete loss of vision	Guidance from a sighted person

MITIGATION AND PREVENTION

Mitigation is the action schools take to identify barriers students with special needs may face during an emergency and eliminate or reduce their adverse effects. A hazards and vulnerability assessment of the site will help in preparing the emergency plan and identifying improvements for safety.

Teacher Survey - Students Needing Special Assistance

At the beginning of each year, teachers should provide to the main office the name(s) of students/staff that will require special assistance in the event of an emergency. The type of assistance needed as a result of an injury is also required (i.e. broken leg during the year).

Review how an emergency may impact the daily routine of students with special needs.

Know who is on your school site: Identify students and staff on the site with special needs and disabilities. The school principal must be aware of all students with special needs using school facilities and services.

Identify the students who are severely handicapped and who might need extra support in emergency crises.

Make a list of the students on the school site who are on medication and their medication schedule.

Maintain a list of all resources regularly relied upon and determine how a disaster might affect the use of them. Examples include (use of mobility aids, communication devices and electrically-dependent equipment).

Identify all the stakeholders who should be considered in the plan (family, friends, service providers, personal attendants, physicians and others).

Determine what short term accommodations to provide for students with temporary disabilities **Assess** potential hazards. Review evacuation equipment.

Mitigation Strategies

Learn about the types of hazards that may impact the school (e.g., earthquakes, floods, wildfires) and assure that emergency response procedures address each one.

Identify a pre-evacuation site that is accessible to students with disabilities

Plan a primary and secondary evacuation route from each location the student is in during the course of the day.

Develop a schedule a daily activities and classes that identifies where a special needs student may be located each period of the day.

Consider classroom location in placement of students with disabilities. Evaluate the handicap accessibility of nearby exits and proximity to the school nurse.

Conduct a test of the family notification system to assure that contact information is up-to-date to help decrease parent anxiety during a disaster.

Preparedness

Preparedness focuses on what steps need to be taken to facilitate a rapid, coordinated, effective response when an emergency occurs to keep the students safe. Collaboration with first responders in preparedness strategies and ongoing communications is essential and facilitates the safe integration of students with disabilities into emergency procedures.

GENERAL STRATEGIES

Consult parents or guardians concerning care considerations if the special needs student is isolated at school for a short term or long-term basis. Inform parents about efforts to keep their child safe at school.

Obtain necessary equipment and supplies, create evacuation maps and facilities information.

Inform and train staff about emergency response protocols. Encourage teachers to discuss emergency procedures with parents as part of IEP meeting or other review.

Buddy System

Pairing students up with special needs students for emergency response, e.g., the “buddy system”, can help with critical backup when a skilled assistant is unavailable or separated from the class. Buddies need to be willing and capable of assisting students in an evacuation to accompany the individual to a safer enclosure or wait for emergency responders. The buddy must be acceptable to the student with a special need. Also, teachers in adjacent classrooms can be pre-assigned joint responsibility for both classes if one of the teachers is busy with an injured student.

To have an effective buddy system:

Give the student the opportunity to select his or her own buddy.

Identify a buddy who is appropriate (e.g. strong enough).

Designate a backup buddy.

Train for the specific need of the special needs student.

Hold practice sessions to assure that buddies can handle their tasks.

Train the buddies on how to communicate with the students and how to safely evacuate.

Buddies must be able to make contact quickly with the special needs student when the need arises. The following situations may interfere with this critical communication. Use the suggested strategy as an alternative.

The buddy is in the building, but away from the customary work area.

Have a trained backup buddy in place.

The buddy cannot locate the person with a special need because the person is absent.

Keep an updated roster of who is at school each day. Assign a temporary buddy when the primary buddy is absent.

The buddy has left the class/program, and a new one has yet to be identified.

Make an effort to find a replacement as soon as possible. Assign a temporary buddy until there is a permanent buddy.

The buddy forgets or is frightened and abandons the special needs person.

Check on each special needs student to assure he/she is accounted for during an evacuation. Practice drills will help diffuse real-time fright.

Procedures for Allowing Public Agencies to Use School Building

3400 Erie Street, Eureka, California in which the Northern United - Humboldt Charter School - Eureka Center is located is owned by the Yurok tribe. Their mission is to maintain and to provide for the health and welfare of all who reside on the campus. However, due to the nature of our agreement, (707) 482-1822 ext. 1021 should be reached in order to determine use of school buildings, grounds and equipment for mass care & welfare and shelters during an emergency.

Procedure for Safe Ingress and Egress of Students

Parents are required to drop off and pick up students in front of the school at 3400 Erie Street. All students are released to the same location at the end of the day. There is adequate off-street parking for staff, plus the parking lot located off of Myrtle Ave. The traffic plan is reinforced intermittently throughout the school year. Students are not allowed on campus each school day until supervision is available. Staff regularly supervises the parking lot at arrival time. Traffic cones and signs are placed in the parking lot to inform drivers of student drop-off and drive-through zones. Parking lot procedures for student drop-off and pick-up are communicated to parents annually and with follow-up reminders. We share our parking lot with the Head Start Program and it is important to obey all safety precautions.

On-Campus Visitors

Many individuals visit the campus as volunteers or to participate in school events. To maintain a safe and secure environment, all parents and visitors are required to check in at the school office upon arrival, sign a visitor's log, and sign again in the school office upon departure.

Community Relations

Northern United - Humboldt Charter School - Eureka Center believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, we encourage interested parents/guardians and community members to visit the schools and participate in the educational program.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during non-instructional time. Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises. No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512) NU-Humboldt Charter School - Eureka Center encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Registration Procedure

In order to register, a visitor shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. His/her purpose for entering school grounds
2. Proof of identity, upon request of the principal or designee
3. Other information consistent with the provisions of law

A Safe Orderly Environment Conducive to Learning

A school must be safe. Creating this condition requires thoughtful and constant attention to the security and safety of the facilities; creation of clear policies and procedures for student and staff conduct; frequent and effective communication with parents, families, and the school community; and attention to classroom management as well as the requisite professional development. Without these conditions in place, learning cannot become a school's focus. At Northern United - Humboldt Charter School - Eureka Center school we know that for students to feel truly safe they have to come to believe that destructive behaviors will not be tolerated. Once this is established, kids let the other kids (particularly new kids) know that we don't do that stuff

in our school. In other words, students are taking responsibility for their school. The manner in which we promote this type of safe orderly environment is via PBIS, Positive Behavioral Interventions and Supports. Emphasis is placed on schoolwide systems of support that include proactive strategies for defining teaching and supporting appropriate student behaviors to create positive school environments. It is NU-Humboldt Charter School - Eureka Center's believe that the framework of PBIS provides strategies for achieving important academic and behavior outcomes while prevent problem behavior. All staff are trained in PBIS and through this approach combined with Restorative Justice, NU-Humboldt Charter School - Eureka Center is always teaching behavioral expectations to establish a climate conducive to learning.

Rules and Procedures on School Discipline

Northern United - Humboldt Charter School - Eureka Center uses a PBIS discipline program. This Positive Behavioral Interventions and Support is a combination of prevention, positive reinforcement, and individualized interventions. Traditional discipline is often reactionary and reliant on punishment-based practices including reprimands, suspensions, and office referrals. But punishment is largely ineffective, which is why the PBIS discipline system is being used at our learning center.

Positive reinforcement of desired behaviors, especially when supported by a token economy or incentive rewards, is transforming our school culture. The following is examples of how our learning center incorporates PBIS.

Tier 1 Interventions

Tier 1, or primary prevention, is applied school-wide, to all students. Disciplinary practices at this stage include:

- Explaining appropriate behaviors.
- Precorrection, when a teacher reminds students of expected behaviors immediately before an activity.
- Using positive reinforcements consistently throughout the school.
- Implementing a token economy or incentive rewards system.

Tier 2 Interventions

Only a small percentage of students fail to respond to the practices applied in the primary stage of prevention and, unlike the rest, are considered to be at an increased risk for problematic behavior or academic failure. These students may respond to Tier 2 interventions, such as:

- Tutoring and academic support.

- Social Skills and conflict resolution training.
- Behavior assessments and contracts.
- Counseling, mentorship, and organizational tools.

Tier 3 Interventions

Even fewer students are in need of more intensive, tertiary-level intervention, and these are the children who are prone to repeated problematic behavior and disciplinary issues. These students need more attention and individual care, which is why they are provided with additional support, besides the primary-level and secondary-level practices. Techniques feature family and friends' involvement as natural supports, de-escalation training, and more.

While this system of discipline is used with fidelity it does not replace the need to follow *California Education Code, Section 48900* for students who have committed acts subject to discipline by suspension or expulsion.

Bullying Prevention

CDE Policy for Bullying Prevention as used by
Northern United - Humboldt Charter School - Eureka Center

The _____ School District believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance.

The _____ School District will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate, harass, or bully another student through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.

The _____ School District expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff who witness such acts take immediate steps to intervene when safe to do so. Each complaint of bullying should be promptly investigated. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

To ensure bullying does not occur on school campuses, the _____ School District will provide staff development training in bullying prevention and cultivate acceptance and

understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment

Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to:

- Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying to the principal or designee.
- Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.
- If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal or the Office of Student Services. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

The procedures for intervening in bullying behavior include, but are not limited, to the following:

- All staff, students and their parents will receive a summary of this policy prohibiting intimidation and bullying: at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.
- The school will make reasonable efforts to keep a report of bullying and the results of investigation confidential.
- Staff who witness acts of bullying shall take immediate steps to intervene when safe to do so. People witnessing or experiencing bullying are strongly encouraged to report the incident; such reporting will not reflect on the target or witnesses in any way.

Policy for Conflict Resolution

The _____ School District believes that all students have a right to a safe and healthy school environment. Part of a healthy environment is the freedom to openly disagree.

With this freedom comes the responsibility to discuss and resolve disagreements with respect for the rights and opinions of others.

To prevent conflict, each school within the _____ School District will incorporate conflict resolution education and problem solving techniques into the curriculum and campus programs. This is an important step in promoting respect and acceptance, developing new ways of communicating, understanding, and accepting differing values and cultures within the school community and helps ensure a safe and healthy learning environment

The _____ School District will provide training to develop the knowledge, attitudes, and skills students need to choose alternatives to self-destructive, violent behavior and dissolve interpersonal and intergroup conflict. Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to, the following:

- Students are to resolve their disputes without resorting to violence.
- Students, especially those trained in conflict resolution and peer mediation, are encouraged to help fellow students resolve problems peaceably.
- Students can rely on staff trained in conflict resolution and peer mediation strategies to intervene in any dispute likely to result in violence.
- Students needing help in resolving a disagreement, or students observing conflict may contact an adult or peer mediators (*give location where listing of designated staff and students is posted*).
- Students involved in a dispute will be referred to a conflict resolution or peer mediation session with trained adult or peer mediators. Staff and mediators will keep the discussions confidential.
- Conflict resolution procedures shall not supplant the authority of staff to act to prevent violence, ensure campus safety, maintain order, and discipline students.

Suicide Prevention

The Board of Directors of Northern- United Charter Schools recognizes that suicide is a leading cause of death among youth and should be taken seriously. Charter School personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its

impact on students and families, the Board of Directors has developed measures and strategies and procedures for suicide prevention, intervention, and postvention.

In compliance with Education Code Section 215, this policy has been developed in consultation with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

STAFF DEVELOPMENT

The Charter School, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually.

Core components of the general suicide prevention training shall include:

- Suicide risk factors, warning signs, and protective factors;
- How to talk with a student about thoughts of suicide;
- How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;

- Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care;
- Youth who have suffered traumatic experiences. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on Charter School guidelines;
 - Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - Charter School -approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - Responding after a suicide occurs (suicide postvention);
 - Resources regarding youth suicide prevention;
 - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;

- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

EMPLOYEE SCOPE OF SERVICES

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

PARENTS AND CAREGIVERS PARTICIPATION & EDUCATION

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This suicide prevention policy shall be prominently displayed on the Charter School Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 1. Suicide risk factors, warning signs, and protective factors;
 2. How to talk with a student about thoughts of suicide;
 3. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

STUDENT PARTICIPATION AND EDUCATION

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, the Charter School along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Charter School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

INTERVENTION AND EMERGENCY PROCEDURES

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Director
- School Psychologist
- School Counselor

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at the Charter School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;
 - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Charter School campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the School Director or designee and the student's

parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Charter School staff may receive assistance from the Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the Charter School campus and unrelated to school activities, the School Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

SUPPORT DURING & AFTER CRISIS

Students shall be encouraged through the education program and in the Charter School activities to notify a teacher, the School Director, another Charter School administrator, psychologist, Charter School counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Charter School staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

POSTVENTION

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Director to:
 - Confirm death and cause;
 - Identify a staff member to contact deceased's family (within 24 hours);
 - Enact the Suicide Postvention Response;
 - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify what social media platforms students are using to respond to suicide death, and identify/train staff to monitor social media outlets if needed;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceased
 - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Emergency Box/Bucket

- Map of Learning Center
- Updated Master Schedule
- Chain of Command & Incident Commander
- Method to Identify all People
- Method to Notify all Parents/Guardians
- Emergency Release Form

- **Appendix A: Components in Safety Plan**

FIRE, LOCKDOWN, AND EARTHQUAKE DRILL SCHEDULE

California Education Code, Section 32001. Fire alarm and drill at least once every month in elementary schools, at least four times every school year in middle schools and at least twice every school years in secondary schools.

California Education Code, Section 35297. Drop, Cover, Hold On drill at least once each school quarter in elementary schools, once a semester in secondary schools

Lockdown drill recommended two or three times a year

Fire Drills:

Monthly Schedule	Date Conducted	Weather Conditions	Number of Occupants	Evacuation Time	Comments, Notes
1st:					
2nd:					
3rd:					
4th:					
5th:					
6th:					
7th:					
8th:					
9th:					
10th:					
11th:					
12th:					

Earthquake Drills:

Date Scheduled	Date Conducted	Number of Occupants	Response Time	Comments, Notes

1st:				
2nd (Jan):				

Lockdown:

Date Scheduled	Date Conducted	Number of Occupants	Response Time	Comments, Notes
1st:				
2nd (Jan):				

EMERGENCY RESPONSE PROCEDURES

Active Shooter/Shooting on Campus

1. If it is safe to do so, exit the building; if not, lock or barricade yourself inside a room.
2. Turn off lights, cover and lock any windows, and lay on the floor.
3. If the shooter(s) leave the area, go to a safer place, if possible. Have an escape route/plan in mind. Keep your hands open and visible, and follow any instructions given by law enforcement.
4. Call 911 when it is safe to do so. Remain calm, use a quiet voice, and provide as much information as possible (your name and location, number and type of injuries, details about the shooter(s)— appearance, weapons, etc.)
5. If you can't speak, leave the line open so the dispatcher can listen and try to pinpoint your location.
6. If approached by law enforcement officers, freeze and raise your arms with open palms facing the officer.
7. Once you are at a safe location, stay there until police or known university official gives the "all clear."

Bomb Threats

1. If you spot a suspicious object, package, etc., report it to adult on campus, but DO NOT touch, tamper with, or move a suspicious item.
2. DO NOT use any electronic devices (cell phones, laptops, radios, tablets, etc.) in close proximity to the suspect package or device.
3. If you are notified by telephone of a bomb within a building, keep the caller on the line. If they hang up, DO NOT hang up the line, but go to another phone to call 911.
4. If an evacuation occurs, follow standard evacuation procedures, and DO NOT attempt to re-enter a building until clearance authorization has been given by emergency personnel.

Also, immediately notify emergency personnel if you know of a disabled or injured person needing assistance.

5. Ask the caller questions: Where is the bomb? When is it set to explode? What does it look like? What kind of bomb is it? Did you place it? Why? What is your address? What is your name?
6. Pay careful attention to the caller's exact wording, voice, and manner of speaking, and try to determine the caller's gender, race/ethnicity, and age, as well as any background sounds and the length of the call.

Building, Campus, and Room Lockdown

The Building, Campus, and Room Lockdown (also known as "shelter-in-place") procedures are used when it may be more dangerous to evacuate a location than to stay in the assigned area.

1. Begin the lockdown/shelter-in-place procedure immediately when instructed to do so. The lockdown order will remain in effect until cancelled by emergency response personnel.
2. Remain calm and stay with your group of students, faculty, staff, or visitors.
3. Do not leave the room and/or building under a lockdown situation. Lock room doors and windows, and close shades immediately.
4. Keep persons quiet and away from doors and windows. Consider persons with disabilities who may need assistance.
5. If a gunshot is heard, keep people down near the floor and shielded under/behind room furniture as much as possible. If fleeing is necessary, run away in a zig-zag manner, not in a straight line.

Earthquakes

1. If indoors, take cover under a desk or table (duck, cover, hold), or stand in a doorway or where two walls join, away from windows and objects that may fall. If outdoors, stay in an open area away from buildings, trees, power lines, and other structures. If driving, pull over and stop, away from overhead power lines.
2. After the shock subsides, proceed outside to an open area.
3. DO NOT use elevators when leaving a building.
4. Follow the instructions of emergency service workers.
5. Immediately notify emergency personnel if you know of a disabled or injured person needing assistance.

Evacuations

1. You will be notified of an evacuation by audible alarms and flashing lights; verbal notice from an instructor, other campus official; and/or the public address system.
2. Walk, DO NOT RUN, to the nearest exit, then to a designated evacuation site.

3. DO NOT use elevators.
4. Follow the instructions of emergency personnel.
5. Immediately notify emergency personnel of any disabled or injured persons needing assistance; if you are disabled or injured, ASK FOR HELP until you are rescued.
6. Stay with the group you were with inside the building until emergency personnel tell you that you may leave the area.

Fires and Fire Evacuations

1. Upon discovering a fire, immediately dial 911
2. When a fire alarm sounds, evacuate the building immediately
3. Walk, DO NOT RUN, to the nearest exit, notifying others of the fire. Go to the designated evacuation site for further instructions.
4. If your clothing catches on fire, DO NOT RUN. STOP, DROP, and ROLL.
5. Immediately notify emergency personnel on the scene if you suspect that someone may be trapped inside the building.

Flood

1. Move to higher ground.
2. During rainstorms, stay away from trees, which may attract lightning.
3. Avoid fast flowing water, even in your vehicle.
4. Do not walk in flooded areas (water depth is not always obvious).
5. Do not use and avoid contact with electrical devices.
6. Remain cautious of high water at night, as darkness may hide other hazards.

Hazardous Materials Leaks/Spills

1. If there is a spill, leak, or fire involving hazardous material (flammable, toxic, corrosive, oxygen, cryogenic), confine the spill, leak, fumes, or fire by exiting the space and shutting the door. Avoid contact with the material. If time permits, locate the Material Safety Data Sheets (MSDS) for any identifiable materials.
2. Sound the building fire alarm so evacuation can begin.
3. Dial 911 and give your name, department, location of the emergency, nature of the incident, and description of the material.
4. Evacuate to the designated evacuation area. DO NOT return to the building until instructed that it is safe to do so.
5. Even SUSPECTED hazardous materials, leaks, or suspicious odors should be reported to Campus Safety so appropriate action can be taken.

Medical Emergencies

1. To determine what is a true medical emergency, check for signs such as chest pain, difficulty breathing, excessive or uncontrollable bleeding, unconsciousness, and life-threatening injuries (severe head injuries, severe burns, etc.)
2. Call 911 and report the nature of the illness or injury, your name, and the location and telephone number from which you are calling.
3. Administer first aid (if you are trained AND permission is granted by the injured)
4. Direct emergency and medical personnel to the scene.
5. Remain with the victim until emergency personnel arrive.

Power/Utility Outage

1. Students should remain in their area, and employees should consult with their supervisor before leaving their workstation, whenever possible.
2. If movement between floors is necessary, use stairways, NOT ELEVATORS.
3. DO NOT use candles; use battery-operated lights instead.
4. Turn off electronic equipment, and avoid using the university telephone system if possible, to preserve battery power for official use.
5. Exercise caution with valuables, and follow directions from building coordinators and emergency personnel.

CHAIN OF COMMANDS AND UPDATED PHONE NUMBERS

Principal	Julie Smith	707 845-9331
Incident Command Officer		
Superintendent	Shari Lovett	707 445-2660
Lead Teacher	Sarah Schaefer	707 498-9342
Operations		
Secretary	Jennah Sylvia	707 407-8255
Planning/Intelligence		

Instructional Aide Operations	Shin Tamura	310 606-1137
Instructional Aide Planning/Intelligence	Renee Michels	707 601-6450
Math Teacher Operations	Reada	707 599-9764

Science Teacher Planning/Intelligence	Tammy Lindley	707 845-2212
English Teacher Operation	Elyse Dorman	707 572-0201
Physical Education Teacher Operations	Jen Enos	916 712-8868

RESPONSIBILITIES OF THOSE IN COMMAND

Incident Command Officer is responsible for overall policy, direction and coordination of the emergency response effort during the incident. This Command Section is also responsible for interacting with responding agencies.

Responsibilities:

Assess emergency or threat and impact to students, staff, school property and surrounding community.

1. Activate emergency plan and Incident Command System.
2. Establish an Incident Command Post.
3. Develop and communicate a plan of action.
4. Provide district with site specific status report.
5. Authorize any release of public information.
6. Release teachers as appropriate.
7. Declare end of emergency-initiate recovery if appropriate.
8. Remain in charge of your campus until redirected/released by superintendent of schools.

Operations is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Responsibilities:

1. Coordinate Staff Buddy Assignments
2. Coordinate Student Messengers
3. Coordinate Search and Rescue
4. Coordinate Campus Check and Security
5. Coordinate Medical Aid
6. Coordinate Student Care
7. Coordinate Student Release
8. Coordinate Mental Health Counseling
9. Make sure teams have enough supplies
10. Reassign staff as needed
11. Schedule breaks and back-ups for staff
12. Coordinate mental health response activities

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the future.

Responsibilities:

1. Collect all information pertinent to incident (internal and external)
2. Analyze information for potential impacts or changes
3. Prepare and update status reports
4. Manage and update status board

PLAN TO NOTIFY PARENTS/ GUARDIANS

STUDENT RELEASE GENERAL GUIDELINES:

Do Not Drive on Campus - School campuses must be clear of cars to allow for emergency vehicles. Park your car safely nearby and walk to school. Do not leave your car in the street where it will block other cars or emergency vehicles.

Major Earthquake - If buildings are unsafe to re-enter, CHILDREN WILL REMAIN UNDER THE SUPERVISION OF SCHOOL AUTHORITIES until parents or designated responsible adults can pick them up. Students will only be released to a parents or guardian as listed on their emergency card.

Student Pick-up Locations

- Erie Street in front of school
- Myrtle Avenue in back of school
- Multipurpose Room located on school campus

Bring Identification - You must bring Picture ID to identify yourself for release of any student to your care. Do not attempt to remove your child or any other child from school without having signed the emergency release form at the Student Release area.

The objectives of the Emergency Preparedness Plan are as follows:

To arrange for a calm and efficient plan for parents to retrieve their children from school, if necessary;

To minimize injuries and loss of life of students and personnel and to insure their safety and protection if an emergency occurs during school hours;

To provide for maximum use of school personnel and school facilities.

Emergency on the Way to School - If children are caught in an emergency between home and school, it is recommended that they go immediately to school.

Emergency at School - Should an emergency occur while the children are at school, the following actions will be implemented by personnel, depending on type of emergency as specified in our plan: In event of earthquake, give “duck and cover” instructions.

Evacuate students to assigned area on yard. Hold students in assigned yard area, take roll, report missing students and wait for further instructions. Certain teachers will report for assigned special duties (e.g. first aid or search and rescue). Otherwise teachers remain with class and provide student supervision. Provide basic first aid. If school buildings are declared unsafe to re-enter by the Principal/designee, students will be dismissed. Dismissed students will only be released to a parent or guardian as listed on their emergency card.

Food and Water Supply - In the event that children need to remain on campus for several hours after an emergency, we have a basic supply of water and food.

Emergency Release Forms - If you are unable to reach the school, personnel will care for your child until you can safely get there. In order to assist staff in the safe caring for your child, be sure you have filled out, signed and returned the "Emergency Release Form". If there is any special medical information the school should know about, please record it clearly and notify the school office if there are any significant changes.

Evacuation From Immediate Area - Conditions may be such that it is necessary to remove students from the immediate area. An instant alert system (Dial my Calls) will communicate to parents / guardians, when possible, the location of students. A notice will also be posted on the front door of the school with the location of the students. If students are to be removed to a Red Cross Shelter, they will be kept together under the supervision of the Red Cross and a Child Protection Services worker.



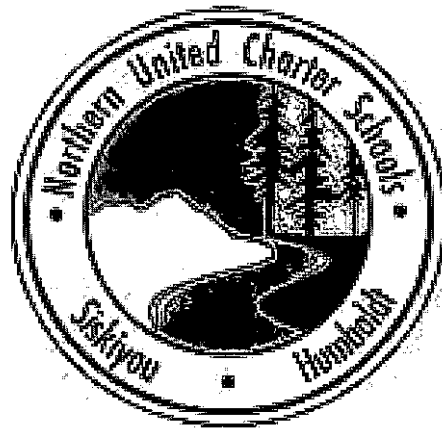
**Northern United - Humboldt Charter School
Arcata Learning Center
School Safety Plan - 2018/2019**

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Emergency Preparedness Procedures and Protocols

Safety Plan Purpose

Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses. The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at the main office of each school site and the Department of Student Services at the District Office. In addition, the Safety Plan is available on the District website: nucharters.org

Evaluate and Amend the Plan

Schools and districts must comply with California *Education Code (EC)* sections 32280–89. It is your responsibility to ensure ongoing compliance with requirements including the development, revision, and updating of comprehensive school safety plans through a collaborative process and that plans be approved annually by the school district or county office of education by March 1. School site councils or designated safety committees must work with educators, classified staff, parents, and community leaders; they must consult with law enforcement to ensure these plans are effective and current. The safety plans must comply with all requirements, and counties must notify the CDE by October 15, 2018, of any schools that have not complied.

Planning Committee Members

Mary Havens - Principal
Jamie Ellsmore - Center Coordinator
Jennifer Rand - English/Elective Teacher
Diana Diyarza- Math Tutor
Tammy Lindley - Science Teacher
Ryan Smith- Resource Teacher

Integration of Law Enforcement

Northern United - Humboldt Charter School - Arcata Center accepts that the Principal or Designee will coordinate emergency procedures in the event of an emergency. Law enforcement will be notified immediately, and the Principal or designee will remain in command until a law enforcement agency or other emergency services arrives .

Disaster Procedures

EARTHQUAKE DRILLS

The earthquake emergency procedure system shall, but not be limited to, all of the following: A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staffs. A drop procedure. As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools. Protective measures to be taken before, during, and following an earthquake.

A program to ensure that the students and that both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system. Whenever an earthquake alarm is sounded, all students, teachers and other employees shall immediately begin Duck, Cover and Hold procedures:

- DUCK, or DROP down on the floor.
- Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
- HOLD onto the furniture and be prepared to move with it.
- Stay in this position for at least one minute or, in a real situation, until shaking stops.

Evacuation. An Evacuation should NEVER be automatic. There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required. Pre-determined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]). Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non hazardous alternate routes may be needed. Practice evacuation using alternate routes to the assembly areas. Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/first responders.

The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with the Superintendent/designee.

FIRE DRILLS

Principals or Center Coordinators shall hold fire drills at least once a month in all elementary and middle schools and at least twice each school year at all high schools.

(Code of Regulations, Title 5, Section 550)

1. Whenever the fire alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.
2. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.
3. Evacuation areas will be established away from fire lanes.
4. Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.
5. The principal or designee shall keep a copy of each drill conducted on the Emergency Drill Report form and file a copy with the Superintendent/designee.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the Principal/designee.

5. Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

ACTIVE SHOOTER/ LOCKDOWN DRILLS

For sites that have had Active shooter Training, conducting an Active shooter Lockdown Drill initially involves more pre-planning and organization than conducting other drills. Middle and high schools should conduct an annual drill, which should take no longer than 40 minutes and impact class time by 20 minutes. Elementary schools should conduct drills every other year (or annually, if the local police department has the resources to support the drills). Drills need to be scheduled with your School Resource or Liaison Officers.

There are a number of steps that are recommended in the Active shooter Training in order to successfully conduct your drill. They involve:

1. Conduct a staff meeting. Plan on a 20 minute timeframe to review expectations and standards in terms of:
 - Locking doors
 - Covering windows
 - Turning off lights
 - Building barricades
 - Reviewing classroom and all clear procedures
 - Reviewing off site evacuation locations.

Procedures for Toxic Substance Release

At the Arcata Learning Center we have been trained for Bloodborne Pathogen clean up. We have a sharps container to dispose of waste. If the waste will not fit in the sharps container, we are to contact Mad River Hospital to ask for assistance in cleaning the hazardous spill.

The safe clean up of a chemical spill requires knowledge of the properties and hazards posed by the chemical, and any added dangers posed by the location of the spill. If you believe a spill is beyond your capacity to clean up, do not attempt to do so on your own, **STOP and contact 911.**

Minor Spill:

A minor spill is characterized by all of the following criteria:

- Is inside a laboratory and hasn't spread outside the laboratory;
- Did not result in a fire or explosion, nor presents a risk for a fire or explosion; and
- Did not result in personnel requiring medical attention.

Minor Spill Clean Up:

- Alert people in the immediate area of the spill. Remove everyone in a safe orderly fashion
- Put on appropriate Personal Protective Equipment, (gloves, protective eyewear, lab coat).
- Contain the spill with absorbent spill material.
- Completely clean the area where the spill occurred.
- Dispose of contaminated PPE properly.

Major Spill:

A major spill is characterized by all of the following criteria:

- Results in a fire or explosion, or presents a risk for a fire or explosion;
- Results in personnel requiring medical attention;
- Is not contained within a laboratory;
- or Is characterized as a major spill by the Emergency Coordinator.

For a Major Spill or Leak:

- Alert people in the immediate area of the spill.
- Remove any injured or contaminated persons if you can do so safely.
- Contact 911 and stand by in a safe location.
- Remove all contaminated clothing, shoes etc. and/or use an emergency shower if one is nearby.
- Seek immediate medical attention if you have been exposed.
- Do not attempt to clean up a major spill. Leave it to the experts!

Earthquake Emergency Procedures

EARTHQUAKE WHILE INDOORS AT SCHOOL

When an earthquake occurs, the following actions shall be taken inside the school building and in individual classrooms:

1. The teacher or other person in authority shall implement the **DROP** action. Each student shall:
 - Get under equipment (desk, table, etc.) where available. Otherwise get next to an inside wall or under an inside doorway.
 - Drop to knees with back to the windows and knees together.
 - Clasp both hands firmly behind the head, covering the neck.
 - Bury face in arms, protecting the head. Close the eyes tightly.
 - Stay there until the procedure or emergency is over or until subsequent instructions are given. Such instructions will depend upon circumstances and the extent of damage to the buildings.

2. As soon as possible, teachers shall move the children away from windows and out from under heavy suspended fixtures.
3. Teachers shall implement action to LEAVE THE BUILDING when the earthquake is over. Teachers shall ensure that students do not run, particularly on stairways.

EARTHQUAKE WHILE ON SCHOOL GROUNDS

When an earthquake occurs, the following actions shall be taken if teachers and students are on school playgrounds:

1. The teacher or other person in authority shall direct the children to WALK away from buildings, trees, poles, or exposed wires.
2. The teacher shall implement the DROP action. Teachers and students shall cover as much skin surface as possible, close eyes, and cover ears.
3. Teachers and students shall stay in the open until the earthquake is over, or until further directions are given.

SUBSEQUENT EMERGENCY PROCEDURES

1. Teachers shall see that students avoid touching electrical wires that may have fallen.
2. Teachers or students shall not light any fires after the earthquake until the area is declared safe. Laboratory or shop teachers shall be watchful of students' relighting burners or stoves.
3. Teachers shall render first aid if necessary.
4. Teachers shall take roll of their classes.
5. The principal shall see that guards are posted at a safe distance from all building entrances to see that no one reenters for any reason until the buildings are declared safe. Guards may be custodians, teachers, or students.
6. The principal shall shut off all pilot lights on water heaters or furnaces, as well as stoves in homemaking classrooms.
7. The principal shall request assistance as needed, through appropriate channels, from the county or city civil defense office or fire and police departments.
8. The principal shall notify utility companies of any break or suspected break in lines which may present an additional hazard.
9. The principal shall, if possible, contact the district office for further instructions.
10. The principal shall determine the advisability of closing the school, with the advice of the City Building Inspector if possible.
11. Following the quake, the principal shall inspect all buildings for safety in accordance with inspection procedures below.
12. If the building is safe for use, the principal or designee shall clear debris in order to resume educational activities as soon as possible.

13. Until such time as the buildings are safe for use, the principal shall provide educational facilities outside so that the educational program may be continued with as little interruption as possible.

PROGRAM TO ENSURE STUDENTS AND STAFF ARE AWARE OF PROCEDURES

Periodically, principals, coordinators or Learning Center Leads should evaluate the effectiveness and knowledge of all students and staff regarding earthquake drills. The following checklist may be used both for evaluation and in the initial planning of the drills:

- Are all students and staff familiar with the "take cover" procedure?
- Have students and teachers demonstrated their ability to take cover immediately?
- Do students know what to do in areas without shelter?
- Do students stay quiet during drills?
- Are teachers able to maintain relative calm and reassure their students?
- Do students and teachers know and understand evacuation procedures?
- Does everyone know their safe evacuation assembly area?
- Do teachers remember to take their class roster and evacuation checklists to the assembly area after evacuation?
- Have other staff members practiced their roles during earthquake drills?
- Have emergency variations been practiced? (e.g., exits blocked, aftershocks occurring, etc.)
- Have students had ample opportunity to discuss their fears and concerns about earthquakes, including how they can help each other?
- Have parents been informed about the earthquake drills?
- Have the drills been extended into the family and home?

Procedures for Allowing Public Agencies to Use School Building

1539 F St, Arcata, California in which the Northern United - Humboldt Charter School - Arcata Center is located is owned by a private citizen. Peter Daggett, (707) 260-9174, the owner of the building and property, should be reached in order to determine use of school buildings, grounds and equipment for mass care & welfare and shelters during an emergency.

Procedure for Safe Ingress and Egress of Students

General Safety Procedures and Plan

Parents are informed of procedures for student drop-off and pick-up. Safety procedures and expectations are described for those students who ride their bikes and walk to and from school. At the beginning of each school year, school personnel take the time to discuss school rules and safety procedures including safe ingress and egress of students. Yard supervision is provided by teachers 10 minutes prior to the start of school. Adult supervision is also provided at the end of the day when students are waiting to be picked up. Staff members are vigilant about visitors on campus, and all school guests are asked to sign in at the office and obtain a visitor's badge for purposes of identification. If a person's presence on campus is questioned, the police department is contacted.

Arcata Learning Center Parent Emergency Communication- A parent phone list will be maintained and kept with responder bucket to communicate with parents.

Outside Communication (including cell phones)- If staff members contact family members to notify them of the safety of their child(ren) they are not to provide any additional information regarding the emergency. This will prevent possible mis-communication with the community.

Community Relations

Northern United - Humboldt Charter School - Arcata Center believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, we encourage interested parents/guardians and community members to visit the schools and participate in the educational program.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during non-instructional time. Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises. No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512) NU-Humboldt Charter School - Arcata Center encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

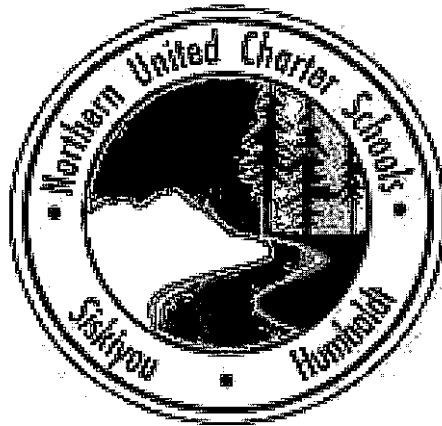
Registration Procedure

In order to register, a visitor shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. His/her purpose for entering school grounds
2. Proof of identity, upon request of the principal or designee
3. Other information consistent with the provisions of law

Emergency Box/Bucket

- Map of Learning Center
- Updated Master Schedule
- Chain of Command & Incident Commander
- Method to Identify all People
- Method to Notify all Parents/Guardians
- Emergency Release Forms



Overall School Safety Procedures

Learning Center Purpose

The Northern United-Humboldt Charter School, Arcata Learning Center strives to be a hybrid between independent study and direct instruction. Our learning center offers small group classes in all the core academic areas, and specialized elective classes. We have a working science and ceramics lab. Additionally, we utilize community members and services to give students educational diversity and choice. We meet each student where they are, and tailor a personalized schedule to make the most of their learning opportunities both at the Center and on their own. At Arcata LC, we set up a learning community where students know they are safe, respected and academically challenged; where their contributions are valued and they learn to value others contributions; and where we strive for academic and personal excellence.

Learning Center Environment

A school must be safe. Creating this condition requires thoughtful and constant attention to the security and safety of the facilities; creation of clear policies and procedures for student and staff conduct; frequent and effective communication with parents, families, and the school community; and attention to classroom management as well as the requisite professional development. Without these conditions in place, learning cannot become a school's focus. At Northern United - Humboldt Charter School - Arcata Center school we use PBIS (Positive Behavior Interventions & Support) and a system of MTSS Interventions to help support student behavior and take care of unacceptable behaviors. know that for students to feel truly safe they have to come to believe that destructive behaviors will not be tolerated. Emphasis is placed on schoolwide systems of support that include proactive strategies for defining teaching and supporting appropriate student behaviors to create positive school environments. It is NU-Humboldt Charter School - Arcata Center's believe that the framework of PBIS provides strategies for achieving important academic and behavior outcomes while prevent problem behavior. All staff are trained in PBIS and through this approach combined with Restorative Justice, NU-Humboldt Charter School - Arcata Center is always teaching behavioral expectations to establish a climate conducive to learning.

Rules and Procedures on School Discipline

Northern United - Humboldt Charter School - Arcata Center uses a PBIS discipline program. This Positive Behavioral Interventions and Support is a combination of prevention, positive reinforcement, and individualized interventions. Traditional discipline is often reactionary and reliant on punishment-based practices including reprimands, suspensions, and office referrals. But punishment is largely ineffective, which is why the PBIS discipline system is being used at our learning center.

Positive reinforcement of desired behaviors, especially when supported by a token economy or incentive rewards, is transforming our school culture. The following is examples of how our learning center incorporates PBIS.

Tier 1 Interventions

Tier 1, or primary prevention, is applied school-wide, to all students. Disciplinary practices at this stage include:

- Explaining appropriate behaviors.
- Precorrection, when a teacher reminds students of expected behaviors immediately before an activity.
- Using positive reinforcements consistently throughout the school.
- Implementing a token economy or incentive rewards system.

Tier 2 Interventions

Only a small percentage of students fail to respond to the practices applied in the primary stage of prevention and, unlike the rest, are considered to be at an increased risk for problematic behavior or academic failure. These students may respond to Tier 2 interventions, such as:

- Tutoring and academic support.
- Social Skills and conflict resolution training.
- Behavior assessments and contracts.
- Counseling, mentorship, and organizational tools.

Tier 3 Interventions

Even fewer students are in need of more intensive, tertiary-level intervention, and these are the children who are prone to repeated problematic behavior and disciplinary issues. These students need more attention and individual care, which is why they are provided with additional support,

besides the primary-level and secondary-level practices. Techniques feature family and friends' involvement as natural supports, de-escalation training, and more.

While this system of discipline is used with fidelity it does not replace the need to follow *California Education Code, Section 48900* for students who have committed acts subject to discipline by suspension or expulsion.

Bullying Prevention

CDE Policy for Bullying Prevention as used by
Northern United - Humboldt Charter School - Arcata Center

The _____ School District believes that all students have a right to a safe and healthy school environment. The district, schools, and community have an obligation to promote mutual respect, tolerance, and acceptance.

The _____ School District will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate, harass, or bully another student through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.

The _____ School District expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff who witness such acts take immediate steps to intervene when safe to do so. Each complaint of bullying should be promptly investigated. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

To ensure bullying does not occur on school campuses, the _____ School District will provide staff development training in bullying prevention and cultivate acceptance and understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment

Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to:

- Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying to the principal or designee.
- Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.
- If the complainant student or the parent of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent of the student should contact the principal or the Office of Student Services. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

The procedures for intervening in bullying behavior include, but are not limited, to the following:

- All staff, students and their parents will receive a summary of this policy prohibiting intimidation and bullying: at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.
- The school will make reasonable efforts to keep a report of bullying and the results of investigation confidential.
- Staff who witness acts of bullying shall take immediate steps to intervene when safe to do so. People witnessing or experiencing bullying are strongly encouraged to report the incident; such reporting will not reflect on the target or witnesses in any way.

Policy for Conflict Resolution

The _____ School District believes that all students have a right to a safe and healthy school environment. Part of a healthy environment is the freedom to openly disagree. With this freedom comes the responsibility to discuss and resolve disagreements with respect for the rights and opinions of others.

To prevent conflict, each school within the _____ School District will incorporate conflict resolution education and problem solving techniques into the curriculum and campus programs. This is an important step in promoting respect and acceptance, developing new ways of communicating, understanding, and accepting differing values and cultures within the school community and helps ensure a safe and healthy learning environment

The _____ School District will provide training to develop the knowledge, attitudes, and skills students need to choose alternatives to self-destructive, violent behavior and dissolve

interpersonal and intergroup conflict. Each school will adopt a Student Code of Conduct to be followed by every student while on school grounds, when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct includes, but is not limited to, the following:

- Students are to resolve their disputes without resorting to violence.
- Students, especially those trained in conflict resolution and peer mediation, are encouraged to help fellow students resolve problems peaceably.
- Students can rely on staff trained in conflict resolution and peer mediation strategies to intervene in any dispute likely to result in violence.
- Students needing help in resolving a disagreement, or students observing conflict may contact an adult or peer mediators (*give location where listing of designated staff and students is posted*).
- Students involved in a dispute will be referred to a conflict resolution or peer mediation session with trained adult or peer mediators. Staff and mediators will keep the discussions confidential.
- Conflict resolution procedures shall not supplant the authority of staff to act to prevent violence, ensure campus safety, maintain order, and discipline students.

Suicide Prevention

The Board of Directors of Northern- United Charter Schools recognizes that suicide is a leading cause of death among youth and should be taken seriously. Charter School personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed measures and strategies and procedures for suicide prevention, intervention, and postvention.

In compliance with Education Code Section 215, this policy has been developed in consultation with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. This policy shall be reviewed and revised as

indicated, at least annually in conjunction with the previously mentioned community stakeholders.

STAFF DEVELOPMENT

The Charter School, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually.

Core components of the general suicide prevention training shall include:

- Suicide risk factors, warning signs, and protective factors;
- How to talk with a student about thoughts of suicide;
- How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
- Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:

Youth affected by suicide;

Youth with a history of suicide ideation or attempts;

Youth with disabilities, mental illness, or substance abuse disorders;

- Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care;
- o Youth who have suffered traumatic experiences. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - o The impact of traumatic stress on emotional and mental health;
 - o Common misconceptions about suicide;
 - o School and community suicide prevention resources;
 - o Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - o The factors associated with suicide (risk factors, warning signs, protective factors);
 - o How to identify youth who may be at risk of suicide;
 - o Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on Charter School guidelines;
 - o Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - o Charter School -approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - o Responding after a suicide occurs (suicide postvention);
 - o Resources regarding youth suicide prevention;
 - o Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - o Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

EMPLOYEE SCOPE OF SERVICES

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

PARENTS AND CAREGIVERS PARTICIPATION & EDUCATION

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This suicide prevention policy shall be prominently displayed on the Charter School Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 1. Suicide risk factors, warning signs, and protective factors;
 2. How to talk with a student about thoughts of suicide;
 3. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

STUDENT PARTICIPATION AND EDUCATION

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, the Charter School along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;

- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Charter School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

INTERVENTION AND EMERGENCY PROCEDURES

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Director
- School Psychologist
- School Counselor

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at the Charter School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;

- Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
 3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
 4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
 5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
 6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Charter School campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the School Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Charter School staff may receive assistance from the Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the Charter School campus and unrelated to school activities, the School Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.

2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

SUPPORT DURING & AFTER CRISIS

Students shall be encouraged through the education program and in the Charter School activities to notify a teacher, the School Director, another Charter School administrator, psychologist, Charter School counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Charter School staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

POSTVENTION

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Director to:
 - Confirm death and cause;
 - Identify a staff member to contact deceased's family (within 24 hours);
 - Enact the Suicide Postvention Response;
 - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);

- Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify what social media platforms students are using to respond to suicide death, and identify/train staff to monitor social media outlets if needed;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceased
 - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

- **Appendix A: Components in Safety Plan**

FIRE, LOCKDOWN, AND EARTHQUAKE DRILL SCHEDULE

California Education Code, Section 32001. Fire alarm and drill at least once every month in elementary schools, at least four times every school year in middle schools and at least twice every school years in secondary schools.

California Education Code, Section 35297. Drop, Cover, Hold On drill at least once each school quarter in elementary schools, once a semester in secondary schools

Lockdown drill recommended two or three times a year

Proposed dates for Arcata Learning Center Drills:

Emergency Preparedness Drill Dates

<u>Month</u>	<u>Type of Drill</u>	<u>Schedule Date</u>	<u># of Participants</u>
September	Fire	9/5/18	
October	Earthquake	10/8/18	
November	Lockdown	11/1/18	
December	Take Cover	12/18/18	
January	Fire	1/22/19	
February	Lockdown	2/13/19	
March	Earthquake	3/25/18	
April	Take Cover	4/30/19	

EMERGENCY RESPONSE PROCEDURES

Active Shooter/Shooting on Campus

1. If it is safe to do so, exit the building; if not, lock or barricade yourself inside a room.
2. Turn off lights, cover and lock any windows, and lay on the floor.
3. If the shooter(s) leave the area, go to a safer place, if possible. Have an escape route/plan in mind. Keep your hands open and visible, and follow any instructions given by law enforcement.
4. Call 911 when it is safe to do so. Remain calm, use a quiet voice, and provide as much information as possible (your name and location, number and type of injuries, details about the shooter(s)— appearance, weapons, etc.)
5. If you can't speak, leave the line open so the dispatcher can listen and try to pinpoint your location.
6. If approached by law enforcement officers, freeze and raise your arms with open palms facing the officer.
7. Once you are at a safe location, stay there until police or known university official gives the "all clear."

Bomb Threats

1. If you spot a suspicious object, package, etc., report it to adult on campus, but DO NOT touch, tamper with, or move a suspicious item.
2. DO NOT use any electronic devices (cell phones, laptops, radios, tablets, etc.) in close proximity to the suspect package or device.
3. If you are notified by telephone of a bomb within a building, keep the caller on the line. If they hang up, DO NOT hang up the line, but go to another phone to call 911.
4. If an evacuation occurs, follow standard evacuation procedures, and DO NOT attempt to re-enter a building until clearance authorization has been given by emergency personnel. Also, immediately notify emergency personnel if you know of a disabled or injured person needing assistance.
5. Ask the caller questions: Where is the bomb? When is it set to explode? What does it look like? What kind of bomb is it? Did you place it? Why? What is your address? What is your name?
6. Pay careful attention to the caller's exact wording, voice, and manner of speaking, and try to determine the caller's gender, race/ethnicity, and age, as well as any background sounds and the length of the call.

Building, Campus, and Room Lockdown

The Building, Campus, and Room Lockdown (also known as "shelter-in-place") procedures are used when it may be more dangerous to evacuate a location than to stay in the assigned area.

1. Begin the lockdown/shelter-in-place procedure immediately when instructed to do so. The lockdown order will remain in effect until cancelled by emergency response personnel.
2. Remain calm and stay with your group of students, faculty, staff, or visitors.
3. Do not leave the room and/or building under a lockdown situation. Lock room doors and windows, and close shades immediately.
4. Keep persons quiet and away from doors and windows. Consider persons with disabilities who may need assistance.
5. If a gunshot is heard, keep people down near the floor and shielded under/behind room furniture as much as possible. If fleeing is necessary, run away in a zig-zag manner, not in a straight line.

Earthquakes

1. If indoors, take cover under a desk or table (duck, cover, hold), or stand in a doorway or where two walls join, away from windows and objects that may fall. If outdoors, stay in an open area away from buildings, trees, power lines, and other structures. If driving, pull over and stop, away from overhead power lines.
2. After the shock subsides, proceed outside to an open area.
3. DO NOT use elevators when leaving a building.
4. Follow the instructions of emergency service workers.
5. Immediately notify emergency personnel if you know of a disabled or injured person needing assistance.

Evacuations

1. You will be notified of an evacuation by audible alarms and flashing lights; verbal notice from an instructor, other campus official; and/or the public address system.
2. Walk, DO NOT RUN, to the nearest exit, then to a designated evacuation site.
3. DO NOT use elevators.
4. Follow the instructions of emergency personnel.
5. Immediately notify emergency personnel of any disabled or injured persons needing assistance; if you are disabled or injured, ASK FOR HELP until you are rescued.
6. Stay with the group you were with inside the building until emergency personnel tell you that you may leave the area.

Fires and Fire Evacuations

1. Upon discovering a fire, immediately dial 911
2. When a fire alarm sounds, evacuate the building immediately
3. Walk, DO NOT RUN, to the nearest exit, notifying others of the fire. Go to the designated evacuation site for further instructions.

4. If your clothing catches on fire, DO NOT RUN. STOP, DROP, and ROLL.
5. Immediately notify emergency personnel on the scene if you suspect that someone may be trapped inside the building.

Flood

1. Move to higher ground.
2. During rainstorms, stay away from trees, which may attract lightning.
3. Avoid fast flowing water, even in your vehicle.
4. Do not walk in flooded areas (water depth is not always obvious).
5. Do not use and avoid contact with electrical devices.
6. Remain cautious of high water at night, as darkness may hide other hazards.

Hazardous Materials Leaks/Spills

1. If there is a spill, leak, or fire involving hazardous material (flammable, toxic, corrosive, oxygen, cryogenic), confine the spill, leak, fumes, or fire by exiting the space and shutting the door. Avoid contact with the material. If time permits, locate the Material Safety Data Sheets (MSDS) for any identifiable materials.
2. Sound the building fire alarm so evacuation can begin.
3. Dial 911 and give your name, department, location of the emergency, nature of the incident, and description of the material.
4. Evacuate to the designated evacuation area. DO NOT return to the building until instructed that it is safe to do so.
5. Even SUSPECTED hazardous materials, leaks, or suspicious odors should be reported to Campus Safety so appropriate action can be taken.

Medical Emergencies

1. To determine what is a true medical emergency, check for signs such as chest pain, difficulty breathing, excessive or uncontrollable bleeding, unconsciousness, and life-threatening injuries (severe head injuries, severe burns, etc.)
2. Call 911 and report the nature of the illness or injury, your name, and the location and telephone number from which you are calling.
3. Administer first aid (if you are trained AND permission is granted by the injured)
4. Direct emergency and medical personnel to the scene.
5. Remain with the victim until emergency personnel arrive.

Power/Utility Outage

1. Students should remain in their area, and employees should consult with their supervisor before leaving their workstation, whenever possible.
2. If movement between floors is necessary, use stairways, NOT ELEVATORS.
3. DO NOT use candles; use battery-operated lights instead.

4. Turn off electronic equipment, and avoid using the university telephone system if possible, to preserve battery power for official use.
5. Exercise caution with valuables, and follow directions from building coordinators and emergency personnel.

CHAIN OF COMMANDS AND UPDATED PHONE NUMBERS

Principal	Mary Havens	707 496-3909
Incident Command Officer		
Superintendent	Shari Lovett	707 445-2660
Center Coordinator	Jamie Ellsmore	530 966-6696
Operations		
English/Elective Teacher	Jennifer Rand	206 947-0984
Planning/Intelligence		
Science Teacher	Tammy Lindley	707 845-2212
Planning/Intelligence		
Resource Teacher	Ryan Smith	707 599-0501
Operations		
Math Tutor	Diana Diyarza	818 653-3210
Operations		

RESPONSIBILITIES OF THOSE IN COMMAND

Incident Command Officer is responsible for overall policy, direction and coordination of the emergency response effort during the incident. This Command Section is also responsible for interacting with responding agencies.

Responsibilities:

Assess emergency or threat and impact to students, staff, school property and surrounding community.

1. Activate emergency plan and Incident Command System.
2. Establish an Incident Command Post.
3. Develop and communicate a plan of action.
4. Provide district with site specific status report.
5. Authorize any release of public information.
6. Release teachers as appropriate.
7. Declare end of emergency-initiate recovery if appropriate.
8. Remain in charge of your campus until redirected/released by superintendent of schools.

Operations is responsible for coordinating all operations in support of the emergency response and for implementing action plans. This section includes response teams that work toward reduction of the immediate hazard, mitigating damage, and establishing control and restoration of normal operations.

Responsibilities:

1. Coordinate Staff Assignments
2. Coordinate Search and Rescue
3. Coordinate Campus Check and Security
4. Coordinate Medical Aid
5. Coordinate Student Care
6. Coordinate Student Release
7. Make sure teams have enough supplies
8. Reassign staff as needed
9. Schedule breaks and back-ups for staff
10. Coordinate mental health response activities

The Planning and Intelligence Section is responsible for collecting, evaluating, and disseminating information; maintaining documentation; and evaluating incoming information to determine the potential situation in the future.

Responsibilities:

1. Collect all information pertinent to incident (internal and external)

2. Analyze information for potential impacts or changes
3. Prepare and update status reports
4. Manage and update status board

PLAN TO NOTIFY PARENTS/ GUARDIANS

STUDENT RELEASE GENERAL GUIDELINES:

Do Not Drive on Campus - School campuses must be clear of cars to allow for emergency vehicles. Park your car safely nearby and walk to school. Do not leave your car in the street where it will block other cars or emergency vehicles.

Major Earthquake - If buildings are unsafe to re-enter, CHILDREN WILL REMAIN UNDER THE SUPERVISION OF SCHOOL AUTHORITIES until parents or designated responsible adults can pick them up. Students will only be released to a parents or guardian as listed on their emergency card.

Student Pick-up Locations

- F St, Arcata in front of school
- G St, Arcata in back of school
- Local Park at the end of F Street

Bring Identification - You must bring Picture ID to identify yourself for release of any student to your care. Do not attempt to remove your child or any other child from school without having signed the emergency release form at the Student Release area.

The objectives of the Emergency Preparedness Plan are as follows:

To arrange for a calm and efficient plan for parents to retrieve their children from school, if necessary;

To minimize injuries and loss of life of students and personnel and to insure their safety and protection if an emergency occurs during school hours;

To provide for maximum use of school personnel and school facilities.

Emergency on the Way to School - If children are caught in an emergency between home and school, it is recommended that they go immediately to school.

Emergency at School - Should an emergency occur while the children are at school, the following actions will be implemented by personnel, depending on type of emergency as specified in our plan: In event of earthquake, give "duck and cover" instructions.

Evacuate students to assigned area on yard. Hold students in assigned yard area, take roll, report missing students and wait for further instructions. Certain teachers will report for assigned special duties (e.g. first aid or search and rescue). Otherwise teachers remain with class and provide student supervision. Provide basic first aid. If school buildings are declared unsafe to re-enter by the Principal/designee, students will be dismissed. Dismissed students will only be released to a parent or guardian as listed on their emergency card.

Food and Water Supply - In the event that children need to remain on campus for several hours after an emergency, we have a basic supply of water and food.

Emergency Release Forms - If you are unable to reach the school, personnel will care for your child until you can safely get there. In order to assist staff in the safe caring for your child, be sure you have filled out, signed and returned the "Emergency Release Form". If there is any special medical information the school should know about, please record it clearly and notify the school office if there are any significant changes.

Evacuation From Immediate Area - Conditions may be such that it is necessary to remove students from the immediate area. An instant alert system (Dial my Calls) will communicate to parents / guardians, when possible, the location of students. A notice will also be posted on the front door of the school with the location of the students. If students are to be removed to a Red Cross Shelter, they will be kept together under the supervision of the Red Cross and a Child Protection Services worker.

Northern United Humboldt Charter Schools
Emergency/Safety Procedures and Plans

Redway Center
Solar Suites
1155 Redway Drive
Suites 1-4
Redway, Ca 95560

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1. Team Members

Heather Scharlack
Ganasini Devi

Jorey McComas
Diane Richardson
Summer Young

2. About Us

Redway Learning Center is located in central Redway, in Humboldt County. Our school consists of 4 classrooms within a larger building that also supports many local businesses. Student typically spend one hour a week at the center meeting with their teacher, and sometimes stay additional hours for classes.

3. Emergencies

a. Earthquake

In the event of an earthquake everyone should follow a drop, cover and hold procedure as follows

- 1-Drop to knees facing away from windows
 - 2-Get under desks, table or next to a solid wall
 - 3-Place your head between your knees and cover
 - 4-Stay in place until danger has passed
 - 5-Instruct students to leave the building using evacuation procedures
- Teachers take attendance; assist to any injuries and alert help for any injuries or transportation needs.

b. Fire and General Evacuation Procedures

- 1-Evacuate all classrooms according to maps posted at each door
- 2-All teachers shall evacuate students to designated area in an orderly manner and immediately take attendance
- 3-Teachers will determine center safety before re-entering building
- 4-At no time shall anyone re-enter building prior to safety sweep and resetting of alarm system.

c. Lockdown Procedures re Hazardous Individuals

I- School Lockdown (call 911 for emergency)

This is the highest state or readiness that is activated when violence is occurring or is imminent on campus, or any other situation deemed by the police or school staff to warrant a total lock down of campus

II-Persons Who May Activate a School Lockdown

- 1-An Officer may notify or request the Superintendent's office to notify a school to activate a school lockdown.

2-The administrator or an immediate, life-threatening situation may activate a school lockdown.

3-Anyone who observes or suspects a dangerous situation shall immediately notify the staff and may activate a lockdown

4-The staff will immediately notify the 911 emergency operator of the existing conditions and all pertinent information and then contact the Superintendent's office announcing a lockdown in process.

5-Announcement codes are Lockdown "Red", Practice "Yellow" Release "Green" and Evacuation "Orange"

III-Conditions in Which To Activate School Lockdown

1-Gun or weapon on campus

2-Gun or weapon on route to campus

3-Shots heard on campus

4-A law enforcement communique or action

5-The immediate pursuit of a dangerous suspect

6-The execution of a high risk search or arrest warrant

7-A large scale enforcement operation involving potentially dangerous suspects

IV-Elements of School Lockdown (procedures)

1-If a 911 call has been activated the Superintendent's office must be notified

2-All students and staff will go to nearest room and remain low or follow drill mandates based on emergency

3-All lights will be shut off and doors and windows will be locked.

4-Students and staff will remain quiet

5-Students will be addressed case by case if the restroom is needed

6-Before relaxing procedures, teacher will make a safety sweep of the campus

7-Parents requesting information will be directed to Superintendent or Law enforcement

8-Teachers take roll to maintain calm atmosphere. School will remain on lockdown until Code

Green "All Clear" is given

9- First Aid will be rendered by staff as necessary

10-Staff will update law enforcement or any imminent danger

V-Lockdown Drill

1-Drills must be scheduled and practiced initially with full awareness of staff, students and parents. Written notice will be provided to parents prior to drill

2-Drill signal will be given by "designee" and establish that this is a Code Yellow Drill-Practice

3-Procedures of a real lockdown are as follows:

Barricade the room.

Prepare to Evacuate or Counter if needed.

d. Toxic or Hazardous Spill Procedure

Emergency Procedures should consider the immediate danger to persons and ensure effective containment and clean up, appropriate disposal of waste material and notification to all relevant authorities.

1. Major Spill or Leaks- Call 911
2. Do not touch any harmful substance without proper protection.
3. Evacuate if toxins are immediate hazard to students
4. Communicate issue to neighboring businesses.
5. Isolate contaminated individuals. Apply first aid if needed until law enforcement arrives.

e. Blood-Born Pathogens

In the event of blood or other bodily fluids, safety measures will be followed to prevent contact or contamination.

1. Use of the Blood-born Pathogen supplies by a trained individual using safety precautions. BBP Kit stored in Room 3.

4. General Safety Procedures and Plans

Redway Center is unique in that students come for meetings with their IST, or come for classes. Each day varies. Students are expected to arrive as agreed and are not expected to be on campus without an appointment, thus the teacher in charge of the class on any given day is also in charge of handling emergencies.

a. Procedure for Safe Ingress and Egress Of Students

With every new student, teachers take the time to discuss school rules and safety procedures at the Redway Center including entering and exiting the building and by the parking lot.

1. Students will not play on the stairs.
2. Procedures, permission, and expectations are described for those students who ride their bikes and walk to and from school.
3. Students without permission to leave campus stay in custody of teacher until parents are arrive or are contacted.
4. The hallways shall remain cleared.

b. Parent Emergency Communication

1. Parents are informed of class start and end times, and locations.
2. A parent phone list will be maintained by teacher providing lesson.
3. If staff members contact family members to notify them of safety issues, they will limit speculation and respect privacy.

c. Suggested Drill Practice for Teachers**

1. Develop and follow drill schedule
2. Lock-down Drill and counter practices for shooter situation
3. Earthquake Drill
4. Evacuation/Fire Drill

d. Integration of local law enforcement into the plan**

1. Provide local law enforcement with our contact information
2. Communicate any suspicious behaviors
3. Utilize officer expertise

e. Non-school Emergency Shelter -In collaboration with FEMA and American Red Cross

NUCS has created an established procedure to use buildings for emergency center if needed**

5. Best Practices

a. School Environment

We shall maintain and manage a safe, orderly learning center that is conducive to learning.

Expectations for general class behavior and actions in the event of an emergency will be discussed, posted, reviewed, and practiced.

b. Classroom Rules and Procedures

Each teacher will relate their class behavior expectations to include general safety policy procedures and plan to create a supportive, safe environment where students feel comfortable to ask for assistance, share what they think and feel with the class, and respond positively to the teacher.

1. Be ready to learn
2. Not interrupting others' ability to learn
3. Use of support contracts or PBIS-type strategies if needed

c. Anti Bullying Policy and Actions

Students at Redway Center are closely monitored and have little unsupervised time. To actively address the potential for bullying, we will increase awareness and knowledge of bullying to empower students to get

assistance if needed. School rules are posted and discussed with all students so they have a clear understanding of expectations.

1. Increase use of language regarding bullying.
2. Have a no-bullying expectation.
3. Use behavioral contracts if needed.
4. All students sign the AUP.
5. Provide behavioral feedback in a timely and consistent manner.
6. Provide comprehensive training to all teachers and school staff about bullying prevention and intervention.

6. Emergency Resources

a. Emergency Log

- 1-Location and description of incident
- 2-Number of students/staff affected
- 3-Number of injuries-fill out school accident form as well
- 5-Incident Report
6. Evaluation

b. Emergency Contact List- in possession of every teacher **

Shari Lovett-Superintendent of NUSC 707-445-2660 ext. 15

Julie Smith-Regional Director of NUSC

Redway Office: (707) 923-9532

Heather Scharlack-IST/Site Coordinator (707) 633-5793 hm (707) 382-7769
cell

Ganasini Devi (Peggy Iris) IST (707) 923-3065

Jorey McComas IST (707) 496-5423

Diane Richardson- Staff (707) 498-0187

Summer Young-Staff (503)740-8981

Marques Moyo-Resource Specialist 707) 616-2374

Current parent contact list

c. Emergency box/bucket for Responder**

1. A map of the classrooms
2. An updated master schedule of each school day, including teachers and students
3. Contact information for everyone present per day
4. A key to the building and classrooms
5. Access to the First Aid kit-Room 3
6. BBP Clean up Kit- Room 3
7. Epi-pen top drawer- Room 4

****some action still needs completing**



Northern United - Humboldt Charter School

Willow Creek Learning Center

Comprehensive Safety Plan 2018-19

This plan is evaluated and updated each school year or as needed.

What is a safe school? "Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence or psychological harm. They are characterized by sensitivity and respect for all individuals, an environment of nonviolence, clear behavioral expectations, and disciplinary policies that are consistently and fairly administered. There is a sense of community on the school campus with support and recognition for positive behavior. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Excerpt taken from "Safe Schools" A Planning Guide for Action" California State Department of Education, a document used in the development of this plan's Table of Contents

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 - Willow Creek Learning Center Parent Emergency Communication
 - School Environment

 - Non-school Emergency Shelter
 - Center Rules
 - Anti Bullying Policy and Actions

 - Emergency Log

 - Emergency Contact List

- Emergency Bucket or Box for Responders

Willow Creek Learning Center Emergency Team Members

Michaela Walston: Director/Site Coordinator-707-672-6627

Sara Thompson: Director/Teacher-541-272-1554

Narrative: A Safe And Orderly Environment

NUCS-Willow Creek is located at 72 and 75 The Terrace in the town of Willow Creek and serves families of the lower Trinity River community. We offer a Monday through Thursday enrichment program for students from transitional kindergarten through 8th grade. With a team of dedicated educators and community volunteers, we carry out our mission to provide self-paced, individualized learning that will inspire students' confidence, happiness, and enthusiasm. Our rich and uniquely structured, hands-on program nurtures creativity, civic responsibility, and critical thinking, while fostering students' deep connections with one another, their community, and the natural environment.

Vital Emergencies

Willow Creek Lockdown Procedures

1. School Lockdown (call 911 for emergency)
 - a. This is the highest state of readiness that is activated when violence is occurring or is imminent on campus, or any other situation deemed by the police or school staff to warrant a total lockdown of campus.
2. Persons Who May Activate a School Lockdown
 - a. An Officer may notify or request the Superintendent's office to notify a school to activate a school lockdown.
 - b. The administrator or an immediate, life-threatening situation may activate a school lockdown.
 - c. Anyone who observes or suspects a dangerous situation shall immediately notify the staff and may activate a lockdown.
 - d. The staff will immediately notify the 911 emergency operator of the existing conditions and all pertinent information and then contact the Superintendent's office announcing a lockdown in process.
 - e. Announcement codes are Lockdown "Red", Practice "Yellow" Release "Green" and Evacuation "Orange."

3. Conditions In Which To Activate School Lockdown

- a. Gun or weapon on campus
- b. Gun or weapon on route to campus
- c. Shots heard on campus
- d. A law enforcement communiqué or action
- e. The immediate pursuit of a dangerous suspect
- f. The execution of a high risk search or arrest warrant
- g. A large scale enforcement operation involving potentially dangerous suspects

4. Elements of School Lockdown (procedures)

- a. If a 911 call has been activated, the Superintendent's office must be notified
- b. All students and staff will go to the nearest room and remain low or follow drill mandates on emergency
- c. All lights will be shut off and doors and windows will be locked
- d. Students and staff will remain quiet
- e. Students will be addressed case by case if the restroom is needed
- f. Students out of class will go to homeroom
- g. Before relaxing procedures, teacher will make a safety sweep of the campus
- h. Should a Code Orange or evacuation be necessary, make a note of all names of students in attendance prior to evacuation
- i. Parents requesting information will be directed to Superintendent or Law enforcement
- j. Teachers take roll to maintain calm atmosphere. School will remain on lockdown until Code Green "All Clear" is given
- k. First Aid will be rendered by staff as necessary
- l. Staff will update law enforcement of any imminent danger

5. Lockdown Drill

- a. Drills must be scheduled and practiced initially with full awareness of staff, students and parents. Written notice will be provided to parents prior to drill
- b. Drill signal will be given by "designee" and establish that this is a Code Yellow Drill

Practice

- C. Procedures of a real lockdown are as follows:
- i. Barricade the room.
 - ii. Prepare to Evacuate or Counter if needed.

Earthquake

In the event of an earthquake everyone should follow a drop, cover and hold procedure as follows:

1. Drop to knees facing away from windows
2. Get under desks, table or next to a solid wall
3. Place your head between your knees and cover
4. Stay in place until danger has passed
5. Gather emergency bag and roll book
6. Follow fire drill evacuation procedures

Teachers should take head count, assist to any injuries and alert help for any injuries or evacuation needs.

Fire and General Evacuation Procedures

1. Evacuate all buildings according to maps posted at each door
2. All teachers shall gather proof of attendance and evacuate students to designated area in an orderly manner and immediately take attendance
3. All center designees will assess all information to determine student accountability and center safety before issuing an "all clear" and ability to reset alarm system
4. At no time shall anyone re-enter building prior to safety sweep and resetting of alarm system.

Toxic Spill Procedure

Major Spill

- a. Call 911
- b. Emergency Procedures should consider the immediate danger to persons and ensure effective containment and clean up, appropriate disposal of waste material and notification to all relevant authorities. Do not touch any harmful substance.
- c. Enable Evacuation Protocol if toxins are an immediate hazard to students
- d. Take precautions to protect yourself if necessary.
- e. Evacuate persons not involved in contamination from the area. Isolate contaminated individuals

General Safety Procedures and Plans

Procedure For Safe Ingress And Egress Of Students

1. At the beginning of each school year, school personnel take the time to discuss school rules and safety procedures including safe ingress and egress of students
2. Parents are informed of procedures for student drop-off and pick-up as well.
3. Safety procedures and expectations are described for those students who ride their bikes and walk to and from school.

4. Yard supervision is provided by teachers 15 minutes prior to the start of school and at the end of the day when students are waiting to be picked up.
5. Staff members are vigilant about visitors on campus, and all school guests are asked to sign in at the office.
6. If a person's presence on campus is questioned, the police department is contacted.

Willow Creek Learning Center Parent Emergency Communication

A parent phone list will be maintained and kept with our evacuation binders in order to help staff communicate with parents.

Outside Communication (including cell phones)-If staff members contact family members to notify them of the safety of their child(ren), they are not to provide any additional information regarding the emergency. This will prevent possible miscommunication with the community.

Suggested Drill Practice for Teachers

1. Lock-down Drill and counter practices for shooter situation
2. Earthquake Drill
3. Evacuation/Fire Drill

Integration of local law enforcement into the plan

1. Partnerships between police and citizens to mutually respond to neighborhood problems
2. The citizen as a resource
3. Officer expertise
4. Attention to factors that contribute to crime and disorder
5. Use of a variety of strategies and tactics
6. Decentralized policing services
7. Increased officer authority and accountability
8. Non-school Emergency Shelter In collaboration with FEMA and American Red Cross, Mount Shasta Learning Center and Northern United Siskiyou Charter School have created an established procedure to use buildings for emergency center if needed (In progress)

School Environment

We shall maintain and manage a safe, orderly learning center that is conducive to learning. This environment will be cleaned regularly and kept free of clutter. This environment will be maintained in a way that encourages creativity and provides a positive and safe learning space. Northern United Charter School shall respect each individual, honor differences, and strengthen the community by educating its children and engaging families in the educational process.

Rules and Procedures

Learning Center Rules

- All individuals on campus should act respectfully at all times.
- All individuals should use kind words and calm voices when addressing each other, even during disagreements and disciplining.
- All individuals should respect the property of others by not touching things that don't belong to them.
- All individuals should take care of our school property and buildings by leaving spaces clean and nice.
- Students should never leave campus unless with a teacher or parent. Students walking to Dream Quest at the end of the school day must check out with a teacher before leaving.

In the Classroom

- Students should remain in their seats when the teacher is speaking, or when anyone is giving a presentation, unless they are having an absolute bathroom emergency.
- Students should be respectful listeners whenever anyone is talking.
- Students should keep their bodies quiet during class. (no drumming on tables, kicking their feet, whistling, or other noises)
- Students should always try their best on work.
- Students should always be supportive of other classmates.

Yard Rules

- Students should never leave school grounds for any reason unless accompanied by a teacher or parent.
- Students should come the first time their name is called by an adult.
- No bullying ever. This includes name-calling, being rude to others, and excluding other students.
- If you do not like what someone is doing or how they are playing with you, say the words "please stop".
- If someone is telling you to "please stop", be a good friend and stop what you were doing.
- Hands and bodies need to be kept to your self at all times.
- Wrestling and tackling is never allowed.
- No more than eight students should be on the climbing dome at one time.
- Running is only allowed in the wood chip area. Please walk on the tiles and pavement for your safety.

- Rocks and sticks should be left on the ground and should not be used in games or thrown.
- Stay out of mud puddles during wet weather.
- Students should exhibit good sportsmanship.
- All students should never go behind the buildings unless supervised by a teacher or parent.
- The yard duty adult should be notified immediately if you or someone else is hurt or needs help.
- Students should be sitting down at the picnic tables or in a chair when eating.
- One person at a time at the drinking fountain. No spitting water or playing in the water.
- Make sure you use recess and lunchtime to go to the bathroom and drink water so you are ready to go back to class.

Anti-Bullying Policy

- a. Provide comprehensive training to all teachers and school staff about bullying prevention and intervention.

Emergency Log

1. Location
2. Number of students/staff evacuated
3. Number of injuries-fill out school accident form as well
4. Number of missing
5. Hazardous information notations.

Emergency Contact List

1. Separate up-to-date parent contact list
2. Shari Lovett-Superintendent of NUSC-707-445-2660 ext 15
3. Michaela Walston-Willow Creek Director/Site Coordinator 707-672-6627

Emergency box/bucket for Responder

1. A map of the learning center and grounds
2. An updated master schedule of the school day
3. A keychain with labeled keys to all buildings and rooms
4. The list of the Chain of Command and the name of the Incident Commander
5. A method to identify all people who might be in the buildings when the incident occurred.
6. A method to notify all parents/guardians. Phone list

Agenda Item 7.
ADMINISTRATION

Subject:

7.8 Consideration of Northern United - Siskiyou Charter School's Comprehensive School Safety Plan

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Schools are required to adopt a comprehensive school safety plan. This plan includes all policies related to safety, as well as all safety procedures for staff to follow in case of emergency.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Julie Smith



Northern United - Siskiyou Charter School

Mount Shasta Learning Center

Comprehensive Safety Plan - 2018-19

This plan is evaluated and updated each school year or as needed.

What is a safe school? "Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence or psychological harm. They are characterized by sensitivity and respect for all individuals, an environment of nonviolence, clear behavioral expectations, and disciplinary policies that are consistently and fairly administered. There is a sense of community on the school campus with support and recognition for positive behavior. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Excerpt taken from "Safe Schools" A Planning Guide for Action" California State Department of Education, a document used in the development of this plan

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Mt. Shasta Boulevard Learning Center Emergency Team Members

Dawn Fryling-Independent Study Teacher-Site Coordinator

Kirk Miller-Regional Director

Narrative A Safe And Orderly Environment

Mount Shasta Learning Center is located at 510 North Mount Shasta Boulevard in the heart of Mt. Shasta City, California. The center serves as a meeting place for students and teachers. It is also used as a middle school classroom and a tutoring and testing center. It serves as an administrative hub and resource center. It is a welcoming place where students can feel safe and is conducive to learning. This environment encourages every child to work to his or her potential, builds basic skills, kindles and nourishes curiosity, teaches problem-solving, encourages children to love learning, and inspires both teachers and children.

Vital Emergencies

Mt. Shasta Lockdown Procedures

1. School Lockdown (call 911 for emergency)
 - a. This is the highest state of readiness that is activated when violence is occurring or is imminent on campus, or any other situation deemed by the police or school staff to warrant a total lockdown of campus.

2. Persons Who May Activate a School Lockdown
 - a. An Officer may notify or request the Superintendent's office to notify a school to activate a school lockdown.
 - b. The administrator or an immediate, life-threatening situation may activate a school lockdown.
 - c. Anyone who observes or suspects a dangerous situation shall immediately notify the staff and may activate a lockdown
 - d. The staff will immediately notify the 911 emergency operator of the existing conditions and all pertinent information and then contact the Superintendent's office announcing a lockdown in process.
 - e. Announcement codes are Lockdown "Red", Practice "Yellow" Release "Green" and Evacuation "Orange."

3. Conditions In Which To Activate School Lockdown
 - a. Gun or weapon on campus
 - b. Gun or weapon on route to campus
 - c. Shots heard on campus
 - d. A law enforcement communique or action
 - e. The immediate pursuit of a dangerous suspect
 - f. The execution of a high risk search or arrest warrant
 - g. A large scale enforcement operation involving potentially dangerous suspects

4. Elements of School Lockdown (procedures)
 - a. If a 911 call has been activated the Superintendent's office must be notified
 - b. All students and staff will go to nearest room and remain low or follow drill mandates based on emergency
 - c. All lights will be shut off and doors and windows will be locked.
 - d. Students and staff will remain quiet
 - e. Students will be addressed case by case if the restroom is needed
 - f. Students out of class will go to homeroom
 - g. Before relaxing procedures, teacher will make a safety sweep of the campus

- h. Should a Code Orange or evacuation be necessary, make a note of all student names in attendance prior to evacuation
 - i. Parents requesting information will be directed to Superintendent or Law enforcement
 - j. Teachers take roll to maintain calm atmosphere. School will remain on lockdown until Code Green "All Clear" is given
 - k. First Aid will be rendered by staff as necessary
 - l. Staff will update law enforcement or any imminent danger
5. Lockdown Drill
- a. Drills must be scheduled and practiced initially with full awareness of staff, students and parents. Written notice will be provided to parents prior to drill
 - b. Drill signal will be given by "designee" and establish that this is a Code Yellow Drill-Practice
 - c. Procedures of a real lockdown are as follows:
 - i. Barricade the room.
 - ii. Prepare to Evacuate or Counter if needed.

Earthquake

In the event of an earthquake everyone should follow a drop, cover and hold procedure as follows:

1. Drop to knees facing away from windows
2. Get under desks, table or next to a solid wall
3. Place your head between your knees and cover
4. Stay in place until danger has passed
5. Gather emergency bag and roll book
6. Follow fire drill evacuation procedures

Teachers should take head count, assist to any injuries and alert help for any injuries or evacuation needs.

Fire and General Evacuation Procedures

1. Evacuate all buildings according to maps posted at each door
2. All teachers shall gather proof of attendance and evacuate students to designated area in an orderly manner and immediately take attendance
3. All center designees will assess all information to determine student accountability and center safety before issuing an "all clear" and ability to reset alarm system
4. At no time shall anyone re-enter building prior to safety sweep and resetting of alarm system.

General Safety Procedures and Plans

Procedure For Safe Ingress And Egress Of Students

Parents are informed of procedures for student drop-off and pick-up as well. Also, safety procedures and expectations are described for those students who ride their bikes and walk to and from school. At the beginning of each school year, school personnel take the time to discuss school rules and safety procedures including safe ingress and egress of students. Yard supervision is provided by teachers 10 minutes prior to the start of school. Adult supervision is also provided at the end of the day when students are waiting to be picked up. Staff members are vigilant about visitors on campus, and all school guests are asked to sign in at the office and obtain a visitor's badge for purposes of identification. If a person's presence on campus is questioned, the police department is contacted.

Mt. Shasta Learning Center Parent Emergency Communication

A parent phone list will be maintained and kept with responder bucket to communicate with parents.

Outside Communication (including cell phones)-If staff members contact family members to notify them of the safety of their child(ren) they are not to provide any additional information regarding the emergency. This will prevent possible mis-communication with the community.

Suggested Drill Practice for Teachers

1. Lock-down Drill and counter practices for shooter situation
2. Earthquake Drill
3. Evacuation/Fire Drill

Integration of local law enforcement into the plan

1. Partnerships between police and citizens to mutually respond to neighborhood problems
2. The citizen as a resource
3. Officer expertise
4. Attention to factors that contribute to crime and disorder
5. Use of a variety of strategies and tactics
6. Decentralized policing services
7. Increased officer authority and accountability

Non-school Emergency Shelter

In collaboration with FEMA and American Red Cross, Mount Shasta Learning Center and Northern United Siskiyou Charter School have created an established procedure to use buildings for emergency center if needed**

School Environment

We shall maintain and manage a safe, orderly learning center that is conducive to learning. This environment will encourage every child to work to his or her potential, build basic skills, kindle and nourish curiosity, teach problem-solving, encourage children to love learning, and inspire both teachers and children. Northern United Charter School provides opportunities for children to develop personal and civic responsibility, self-discipline, necessary skills for economic independence, and a positive code of ethics supported by the community at large. Northern United Charter School shall respect each individual, honor differences, and strengthen the community by educating its children and engaging families in the educational process

Classroom Rules and Procedures

The rules and procedures that a teacher needs for his/her classroom will depend on the needs and dispositions of the teacher and the students. Rules are based on broad social principles—like those contained in school mission or belief statements or other school-wide initiatives, such as school-wide discipline plans. Procedures generally tell students “what to do when” and the best procedures are not dependent upon direct supervision by teachers. The intended outcome is that students can independently carry out tasks so that you can attend to teaching and organizing instruction. Typically teachers find the following categories helpful in developing rules and procedures.

Action Step 1: Identify specific rules and procedures for your class.

A. Classroom Rules

1. Rules are based on sound principles (Use PBIS expectations).
2. Rules describe specific behavior, are observable and measurable in terms of accurate performance
3. Rules are stated positively—tell students what do, not what not to do.
4. Rules are typically in place for all activities within a setting
5. Areas generally addressed (Elementary grades)

Politeness and helpfulness

Respecting property

Interrupting others

Hitting or shoving

6. Areas to be addressed (Secondary grades)

Bringing materials to class

Being in the assigned seat (or in room) at the beginning of class

Respecting and being polite to others

Talking or not talking at specific times.

Leaving the assigned seat

Respecting property

B. Procedures

1. Tell students what to do when—activity or event specific
2. A given procedure is written as a sequential and discrete steps
3. Each step contains an action (ideally observable) to be performed by the student

Designee or teacher will provide the information to superintendent after incident

Anti Bullying Policy and Actions

1. Combine PBIS and increase awareness and knowledge of bullying to dispel myths about bullying.
2. Survey all students using an anonymous questionnaire to determine the bullying problem in each school. Include questions like these: What types of bullying happen at school? Where does the bullying take place? How safe do students feel from bullying and harassment? How many students are involved?
3. Develop a bullying coordinating group (with students) to create school anti bullying policies and oversee implementation of anti bullying programs.
4. Develop an effective anti bullying school policy and establish clear and enforceable rules and sanctions. In doing so, make sure that school policies are consistent with board of education rules and state statutes. School rules should be posted and discussed with all students so they have a clear understanding of expectations.
5. Consider having students sign a pledge that can include the following statements: (a) We will not bully other students; (b) We will help others who are being bullied by speaking out and by getting adult help; (c) We will use extra effort to include all students in activities at our school. N Provide comprehensive training to all teachers and school staff about bullying prevention and intervention.

Toxic Spill Procedure

Major Spill

Call 911

Emergency Procedures should consider the immediate danger to persons and ensure effective containment and clean up, appropriate disposal of waste material and notification to all relevant authorities.

Do not touch any harmful substance.

Evacuation protocol enabled if toxins are immediate hazard to students

Take precautions to protect yourself if necessary.

Raise the alarm – evacuate persons not involved in contamination from the area. Isolate contaminated individuals

Emergency Log

1. Location
2. Number of students/staff evacuated
3. Number of injuries-fill out school accident form as well
4. Number of missing
5. Hazardous information notations.

Emergency Contact List

1. Separate up-to-date parent contact list
2. Shari Lovett-Superintendent of NUSC-707-445-2660 ext 15
3. Kirk Miller-Regional Director of NUSC 530-925-1463
4. Dawn Fryling-Independent Study Teacher/Site Coordinator

Emergency box/bucket for Responder**

1. A map of the learning center and grounds
2. An updated master schedule of the school day
3. A key to the building
4. The list of the Chain of Command and the name of the Incident Commander (you can have your emergency plan with all of the information it it too).
5. A method to identify all people who are/were in the building when the incident occurred.
6. A method to notify all parents/guardians. Phone list

**action still needs completing



Northern United - Siskiyou Charter School

1124 Pine Grove Drive

Comprehensive Safety Plan - 2018-19

This plan is evaluated and updated each school year or as needed.

What is a safe school? "Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence or psychological harm. They are characterized by sensitivity and respect for all individuals, an environment of nonviolence, clear behavioral expectations, and disciplinary policies that are consistently and fairly administered. There is a sense of community on the school campus with support and recognition for positive behavior. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Excerpt taken from "Safe Schools" A Planning Guide for Action" California State Department of Education, a document used in the development of this plan

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Non-school Emergency Shelter

Classroom Rules And PBIS

Anti Bullying Policy and Actions

Toxic Spill Procedure

Emergency Log

Emergency Contact List

Emergency Bucket or Box for Responders

Pine Grove Boulevard Learning Center Emergency Team Members

Dawn Fryling-Independent Study Teacher-Site Coordinator

Kirk Miller-Regional Director

Claudia Carpenter

Andrea Marchyok

Narrative A Safe And Orderly Environment

Pine Grove Learning Center is located at It is a welcoming place where students can feel safe and is conducive to learning. This environment encourages every child to work to his or her potential, builds basic skills, kindles and nourishes curiosity, teaches problem-solving, encourages children to love learning, and inspires both teachers and children.

Vital Emergencies

Pine Grove Lockdown Procedures

I- School Lockdown (call 911 for emergency)

This is the highest state or readiness that is activated when violence is occurring or is imminent on campus, or any other situation deemed by the police or school staff to warrant a total lockdown of campus

II-Persons Who May Activate a School Lockdown

1-An Officer may notify or request the Superintendent's office to notify a school to activate a school lockdown.

2-The administrator or an immediate, life-threatening situation may activate a school lockdown.

3-Anyone who observes or suspects a dangerous situation shall immediately notify the staff and may activate a lockdown

4-The staff will immediately notify the 911 emergency operator of the existing conditions and all pertinent information and then contact the Superintendent's office announcing a lockdown in process.

5-Announcement codes are Lockdown "Red", Practice "Yellow" Release "Green" and Evacuation "Orange"

III-Conditions In Which To Activate School Lockdown

1-Gun or weapon on campus

2-Gun or weapon on route to campus

3-Shots heard on campus

4-A law enforcement communique or action

5-The immediate pursuit of a dangerous suspect

6-The execution of a high risk search or arrest warrant

7-A large scale enforcement operation involving potentially dangerous suspects

IV-Elements of School Lockdown (procedures)

1-If a 911 call has been activated the Superintendent's office must be notified

2-All students and staff will go to nearest room and remain low or follow drill mandates based on emergency

- 3-All lights will be shut off and doors and windows will be locked.
- 4-Students and staff will remain quiet
- 5-Students will be addressed case by case if the restroom is needed
- 6-Students out of class will go to homeroom
- 7-Before relaxing procedures, teacher will make a safety sweep of the campus
- 8-Should a Code Orange or evacuation be necessary, make a note of all student names in attendance prior to evacuation
- 9-Parents requesting information will be directed to Superintendent or Law enforcement
- 10-Teachers take roll to maintain calm atmosphere. School will remain on lockdown until Code Green "All Clear" is given
- 11- First Aid will be rendered by staff as necessary
- 12-Staff will update law enforcement or any imminent danger

V-Lockdown Drill

- 1-Drills must be scheduled and practiced initially with full awareness of staff, students and parents. Written notice will be provided to parents prior to drill
- 2-Drill signal will be given by "designee" and establish that this is a Code Yellow Drill-Practice
- 3-Procedures of a real lockdown are as follows:
Barricade the room.
Prepare to Evacuate or Counter if needed.

Earthquake

In the event of an earthquake everyone should follow a drop, cover and hold procedure as follows

- 1-Drop to knees facing away from windows
- 2-Get under desks, table or next to a solid wall
- 3-Place your head between your knees and cover
- 4-Stay in place until danger has passed
- 5-Gather emergency bag and roll book
- 6-Follow fire drill evacuation procedures

Teachers should take head count, assist to any injuries and alert help for any injuries or evacuation needs.

Fire and General Evacuation Procedures

- 1-Evacuate all buildings according to maps posted at each door
- 2-All teachers shall gather proof of attendance and evacuate students to designated area in an orderly manner and immediately take attendance
- 3-All center designees will assess all information to determine student accountability and center safety before issuing an "all clear" and ability to reset alarm system
- 4-At no time shall anyone re-enter building prior to safety sweep and resetting of alarm system.

General Safety Procedures and Plans

Procedure For Safe Ingress And Egress Of Students

Parents are informed of procedures for student drop-off and pick-up as well. Also, safety procedures and expectations are described for those students who ride their bikes and walk to and from school. At the beginning of each school year, school personnel take the time to discuss school rules and safety procedures including safe ingress and egress of students. Yard supervision is provided by teachers 10 minutes prior to the start of school. Adult supervision is also provided at the end of the day when students are waiting to be picked up. Staff members are vigilant about visitors on campus, and all school guests are asked to sign in at the office and obtain a visitor's badge for purposes of identification. If a person's presence on campus is questioned, the police department is contacted.

Pine Grove Learning Center Parent Emergency Communication

A parent phone list will be maintained and kept with responder bucket to communicate with parents.

Outside Communication (including cell phones)-If staff members contact family members to notify them of the safety of their child(ren) they are not to provide any additional information regarding the emergency. This will prevent possible mis-communication with the community.

Suggested Drill Practice for Teachers

Lock-down Drill and counter practices for shooter situation
Earthquake Drill
Evacuation/Fire Drill
Schedule Drills***

Integration of local law enforcement into the plan

- Partnerships between police and citizens to mutually respond to neighborhood problems
- The citizen as a resource
- Officer expertise
- Attention to factors that contribute to crime and disorder

- Use of a variety of strategies and tactics
- Decentralized policing services
- Increased officer authority and accountability

Non-school Emergency Shelter-In collaboration with FEMA and American Red Cross Mount Shasta Learning Center and NUCS have created an established procedure to use buildings for emergency center if needed**

School Environment

We shall maintain and manage a safe, orderly learning center that is conducive to learning. This environment will encourage every child to work to his or her potential, build basic skills, kindle and nourish curiosity, teach problem-solving, encourage children to love learning, and inspire both teachers and children. Northern United Charter School provides opportunities for children to develop personal and civic responsibility, self-discipline, necessary skills for economic independence, and a positive code of ethics supported by the community at large. Northern United Charter School shall respect each individual, honor differences, and strengthen the community by educating its children and engaging families in the educational process

Classroom Rules and Procedures

The rules and procedures that a teacher needs for his/her classroom will depend on the needs and dispositions of the teacher and the students. Rules are based on broad social principles—like those contained in school mission or belief statements or other school-wide initiatives, such as school-wide discipline plans. Procedures generally tell students “what to do when” and the best procedures are not dependent upon direct supervision by teachers. The intended outcome is that students can independently carry out tasks so that you can attend to teaching and organizing instruction. Typically teachers find the following categories helpful in developing rules and procedures.

Action Step 1: Identify specific rules and procedures for your class.

- A. Classroom Rules
 1. Rules are based on sound principles (Use PBIS expectations).
 2. Rules describe specific behavior, are observable and measurable in terms of accurate performance
 3. Rules are stated positively—tell students what do, not what not to do.
 4. Rules are typically in place for all activities within a setting
 5. Areas generally addressed (Elementary grades)
 - Politeness and helpfulness
 - Respecting property

Interrupting others

Hitting or shoving

6. Areas to be addressed (Secondary grades)

Bringing materials to class

Being in the assigned seat (or in room) at the beginning of class

Respecting and being polite to others

Talking or not talking at specific times.

Leaving the assigned seat

Respecting property

B. Procedures

1. Tell students what to do when—activity or event specific

2. A given procedure is written as a sequential and discrete steps

3. Each step contains an action (ideally observable) to be performed by the student

Designee or teacher will provide the information to superintendent after incident

Anti Bullying Policy and Actions

1-Combine PBIS and increase awareness and knowledge of bullying to dispel myths about bullying.

2-Survey all students using an anonymous questionnaire to determine the bullying problem in each school. Include questions like these: What types of bullying happen at school? Where does the bullying take place? How safe do students feel from bullying and harassment? How many students are involved?

3- Develop a bullying coordinating group (with students) to create school anti bullying policies and oversee implementation of anti bullying programs.

4-Develop an effective anti bullying school policy and establish clear and enforceable rules and sanctions. In doing so, make sure that school policies are consistent with board of education rules and state statutes. School rules should be posted and discussed with all students so they have a clear understanding of expectations.

5-Consider having students sign a pledge that can include the following statements: (a) We will not bully other students; (b) We will help others who are being bullied by speaking out and by getting adult help; (c) We will use extra effort to include all students in activities at our school. Provide comprehensive training to all teachers and school staff about bullying prevention and intervention.

Toxic Spill Procedure

Major Spill

Call 911

Emergency Procedures should consider the immediate danger to persons and ensure effective containment and clean up, appropriate disposal of waste material and notification to all relevant authorities.

Do not touch any harmful substance.

Evacuation protocol enabled if toxins are immediate hazard to students

Take precautions to protect yourself if necessary.

Raise the alarm – evacuate persons not involved in contamination from the area. Isolate contaminated individuals

Emergency Log

1-Location

2-Number of students/staff evacuated

3-Number of injuries-fill out school accident form as well

4-Number of missing

5-Hazardous information notations.

Emergency Contact List

Separate up-to-date parent contact list

Shari Lovett-Superintendent of NUSC-707-445-2660 ext 15

Kirk Miller-Regional Director of NUSC 530-925-1463

Dawn Fryling-Independent Study Teacher/Site Coordinator

Claudia Carpenter

Andrea Marchyok

Emergency box/bucket for Responder**

- a. A map of the learning center and grounds
- b. An updated master schedule of the school day
- c. A key to the building
- d. The list of the Chain of Command and the name of the Incident Commander (you can have your emergency plan with all of the information it it too).

- e. A method to identify all people who are/were in the building when the incident occurred.
- f. A method to notify all parents/guardians. Phone list

****action still needs completing**

Agenda Item 7.
ADMINISTRATION

Subject:

7.9 Consideration of Siskiyou County Plan for Expelled Youth

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Siskiyou County Office of Education is asking each district and charter school in Siskiyou County to adopt the county plan for expelled students. Each county office of education is required to have a current plan for expelled students.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Kirk Miller

SISKIYOU COUNTY PLAN FOR EXPELLED YOUTH

Adopted by All Siskiyou County School Districts
September, 2018

Introduction

Educational programs within Siskiyou County provide numerous opportunities for students who are in need of traditional and/or alternative education programs. While individual school districts offer a broad spectrum of service options, the Siskiyou County Office of Education (SCOE) offers alternative programming for students whose needs cannot be met in traditional settings. Together, school districts and the county office of education provide students with a number of service and placement options.

The initial plan for expelled students was first approved by the SCOE Governing Board and the Siskiyou County Superintendent of Schools on June 30, 1997.

The first revised plan for expelled students serves as the triennial update. The triennial update was approved on June 30, 2000.

The second revised plan for expelled students serves as the triennial update. The triennial update was approved on June 30, 2003.

The third revised plan for expelled students serves as the triennial update. The triennial update was approved on June 30, 2006.

The fourth revised plan for expelled students serves as the triennial update. The triennial update was approved on June 30, 2009.

The fifth revised plan for expelled students serves as the triennial update. The triennial update was approved on June 30, 2012.

The sixth plan for expelled students serves as the triennial update. The triennial update was approved June 30, 2015.

This latest plan for expelled students will serve as the triennial update and will be submitted to the California Department of Education by October 31, 2018.

Siskiyou County/District Plan for Expelled Youth

Education Code ~ 48926

Each county superintendent of schools that operates community schools pursuant to Education Code, Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils; identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, then fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

Education Code ~ 48916.1

- a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an education program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.
- b) Notwithstanding any other provision of law, any education program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.
- c) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.
- d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.
- e) (1) Each school district shall maintain data as specified in this subdivision and report the data annually to the State Department of Education, commencing June 1, 1997, on forms provided by the State Department of Education. The school district shall maintain the following data:
 - A) The number of pupils recommended for expulsion.
 - B) The grounds for each recommended expulsion.

- C) Whether the pupil was subsequently expelled.
- D) Whether the expulsion order was suspended.
- E) The type of referral made after the expulsion.
- F) The disposition of the pupil after the end of the period of expulsion.

Alternative Education & AB 922 Legal Aspects

AB 922

- A) AB 922 (Stats. 1995, Chapter 974) was passed by the Legislature in 1995 and became operative on July 1, 1996.
- B) AB 922 amended Education Code Sections 48915.2, 48916, and 48918 and added Education Code Sections 48916.1, 48926 and Sections 48660-48666. It repealed Education Code Section 48915.7

Impact of AB 922

- A) AB 922 changed the legal effect of expulsion. Expulsion no longer means the severing of the legal relationship between the school district and student and the cessation of educational services.
- B) The legal relationship remains intact, there is no cessation of educational services and school districts have a legal duty to refer students to alternative programs.
- C) Education Code Section 48916.1 requires that school districts provide an educational program to expelled students.

Facilities

- A) Before entering into any lease, the governing board of the school district must certify to the State Allocation Board that all reasonable efforts have been made to locate the program in facilities that conform to the structural safety standards of the Field Act.
- B) On or before September 1, 1996, and every three years thereafter, each school district shall report to the state allocation board on the facilities utilized for the operation of these programs and efforts to place programs and facilities that conform to the Field Act.

Community Day Schools

- A) Education Code section 48660 authorizes the governing board of a school district to establish one or more community day schools for students in kindergarten or any of grades 1-12 inclusive who meet one or more of the conditions specified in Section 48662 (b).
- B) Section 48660.1 states that it is the intent of the Legislature that school districts operating community day schools to the extent possible include the following program components:
 1. School district cooperation with the county office of education, law enforcement, probation and human service agencies personnel who work with at-risk youth.
 2. Low pupil teacher ratio.
 3. Individualized instruction and assessment.
 4. Maximum collaboration with school district, support service resources, including but not limited to, school counselors and psychologists, academic counselors and pupil discipline personnel.
- C) Section 48661 states that a community day school shall not be situated on the same site as an elementary, middle, junior high, comprehensive senior high, opportunity or continuation school unless the governing board approves by a two-thirds vote that satisfactory alternative facilities are not available for a community day school.

- D) Section 48662 states that the governing board of a school district that establishes a community day school shall adopt policies that provide procedures for the involuntary transfer of students to a community day school. A student may be assigned to a community day school only if he or she meets one or more of the following conditions:
1. The student is expelled for any reason.
 2. The student is probation referred pursuant to Sections 300 and 602 of the Welfare and Institutions Code.
 3. The student is referred to a community day school by a school attendance review board or other district-level referral process if a district does not operate a school attendance review board.
 4. First priority for assignment to community day school shall be given to a student expelled pursuant to Education Code section 48915 (d), second priority shall be given to students expelled for any other reasons, and third priority shall be given for placement to all other students pursuant to this section unless there is an agreement that the county superintendent of schools shall serve any of these students.
- E) Section 48663 states that the minimum school day for students enrolled in community day schools is 360 minutes of classroom instruction provided by a certificated employee of the district or a consortium of school districts. A student enrolled in a community day school may not generate more than one day of community day school attendance credit in a school day for any purpose. Independent study may not be utilized as a means of providing any part of the minimum instructional day.
- F) Section 48666 authorizes the governing board of a school district maintaining a community day school to establish attendance policies for the community day school that permit the community day school to require students to attend school for up to seven days each week when this action is taken as part of a directed program designed to provide community day students with the skills and attitudes necessary for success when returned to a regular school environment.

Changes in Expulsion Laws

- A) Section 48915.2 was amended to indicate that a student expelled under Section 48915(a) or (c) shall not be permitted to enroll in any other school or school district during the period of expulsion unless it is a county community school, a juvenile court school or a community day school operated by a school district.
- B) Section 48916.1 requires the governing board of the school district to ensure that an educational program is provided to the student who is expelled. The program may be provided by the school district, the county superintendent of schools or a consortium of districts that are in joint agreement with the county superintendent of schools. Any educational program for expelled students shall not be situated within or on the grounds of the school from which the pupil was expelled. Programs for grades 1-6 inclusive, and grades 7-12, inclusive, shall not be combined or merged. For students expelled from grades 7 through 12, the school district or county superintendent of schools may offer the student independent study with the written consent of the student and the parent. School districts are required to maintain outcome data and report the data to the State Department of Education on students who are expelled.
- C) Education Code section 48926 requires each county superintendent of schools in counties that operate community schools in conjunction with superintendents of school districts within the county to develop a plan for providing to all expelled students in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education. The plan shall enumerate existing alternatives for expelled students; identify gaps in educational services to expelled students and strategies for filling those service gaps. The plan shall also identify alternative placements for students who are expelled and placed in district community day school programs but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district students as determined by the governing board. Each county plan shall be submitted to the Superintendent of Public Instruction no later than June 30, 1997, and shall submit a triennial update to the plan including outcome data on June 30, thereafter.

Siskiyou County: Siskiyou County is one of the largest counties in California with one of the smallest populations. The county's twenty-five school districts are small, and serve a total of approximately 5,400 students (average daily attendance) in kindergarten through grade 12. With over six thousand square miles in the county, many districts are remotely situated in very small communities. Mountain roads are frequently difficult to negotiate in winter.

Alternatives for Expelled Youth: All school districts within Siskiyou County are small and limited with respect to providing educational alternatives to expelled youth. Small school districts experience many of the student behaviors that were once attributed only to students who attended schools in large urban school districts. Small school districts, however, are not experiencing large numbers of students who are exhibiting behaviors which result in expulsion. The fact that large numbers of students are not being expelled from small school districts is positive; however, it does create a situation where the development of either district or county specific classes or programs for such students is difficult financially and/or geographically.

Best Practices:

1. In Siskiyou County, early intervention strategies or pro-active strategies are the major focus of district programs and the subsequent student success. The school districts in Siskiyou County provide early intervention strategies which include, but are not limited to, one-on-one counseling, student study teams, academic and emotional assessments, parent support meetings, in-school suspension, off-campus suspension, special education services, after school activities, conflict management, violence reduction strategies and student contracts.
2. Several schools have adopted the school-wide Positive Behavioral Interventions and Supports (PBIS) framework. PBIS is a decision-making framework that guides selection, integration, and implementation of the best evidence-based academic and behavioral practices for improving academic and behavioral outcomes for all students.
3. These strategies apply to all students and do not result in any disproportionate representation of minority students in such interventions.

I. Existing Educational Alternatives

Because of the very low rate of expulsion for students in small schools of Siskiyou County, there are few existing alternatives for expelled youth. These are categorized below based on the severity of the expellable offense. The Education Code restricts the allowable classroom alternatives for youth expelled for the most serious offenses to a court school, a county community school, or a district community day school. The serious offenses, from EC 48915 (c), include:

- Possessing, selling, or otherwise furnishing a firearm
- Brandishing a knife at another person
- Unlawfully selling a controlled substance
- Committing or attempting to commit a sexual assault or committing a sexual battery, and
- Possession of an explosive

All California Education codes will be adhered to regarding students with IEPs. Special education services will follow the student.

Alternatives for Students Expelled for Serious Offenses:

1. Community Day Schools operated by districts:
 - Butte Valley Unified Opportunity for High School
 - Butte Valley Unified Opportunity for K-8
 - Dunsmuir Joint Union High
 - Dunsmuir Joint Union High Community Day
 - Scott Valley Unified
 - Scott Valley Community Day
 - Siskiyou Union High
 - South County Community Day
 - Yreka Union Elementary
 - Yreka Community Day
 - Yreka Union High
 - Yreka High Community Day

2. District Community Day Schools not in operation:
 - Dunsmuir Elementary
 - Summit Academy
 - Grenada Elementary
 - Grenada Elementary Community Day
 - Happy Camp Elementary
 - Happy Camp Elementary Community Day
 - Montague Elementary
 - Montague Community Learning Academy
 - Mt. Shasta Union
 - Headwaters Community Day
 - Weed Elementary
 - Wyeka Vista Community Day

3. Siskiyou County Office of Education: Community School - grades 7-8 (younger with waiver).

The Siskiyou County Office of Education (SCOE) Community School, formerly located at Jackson Street School of the Yreka Union Elementary School District (YUESD), was discontinued at the beginning of the 2001-02 school year. It was discontinued because most students enrolled in the Community School were from Jackson Street School and the YUESD decided to start their own Community Day School. If the need arises for the SCOE to re-open the Community School, it is prepared to do so. The County Plan for Expelled Youth will continue to reflect the grade 7-8 Community School as an option for expelled students. There have been no requests to re-open the Siskiyou County Office of Education Community School.

4. Siskiyou County Office of Education Court School: Day Reporting Center, grades 7-12. Infrequently, younger incarcerated students are served.

Alternatives for Students Expelled for Less Serious Offenses

Due to the less serious nature of the offense, the Education Code allows more options for providing alternatives for students expelled for such offenses listed in EC 48915 (e).

1. Referral to the Siskiyou County Office of Education Court and Community School: Middle-school-aged students expelled for less serious offenses may be served in the county community school classroom, if needed. Younger students may be served with a waiver.
 - a) Community School independent study if all parties agree, and other appropriate educational options are available, grades K-8.
2. Independent Study (EC 51747 c (7)). A student expelled for a less serious offense may be offered independent study, provided that an appropriate alternative classroom program is offered as a choice, and the on-site portion of the independent study does not occur on the site from which the student was expelled (EC 48916.1 c). The alternative of classroom instruction includes another district site or the county community school for grades k-8 students (with waiver). Students with IEPs will have continued services.
3. Referral to a district community day school.
4. Suspended Expulsion with placement on the same school campus.
5. Suspended Expulsion with placement on a different school campus within the district.
6. Suspended Expulsion with placement on district independent study, if all parties agree and other appropriate education alternatives are available.
7. Enrollment at another district as described in EC 48915.1.

II. Gaps in Educational Program for Expelled Pupils and Strategies for Filling Them:

Through a countywide collaborative process, the following gap has been identified with respect to providing educational services to expelled pupils. Following the gap are the suggested strategies for addressing it:

- 1) Smaller school districts within Siskiyou County generally expel very few students during the course of a school year. Due to this fact, it is not financially or geographically possible to have a special class or program for such students located in each district. As an illustration of this, in Siskiyou County there are 6 districts, that are all approximately one hour away from the nearest district community day school. There are 12 districts in Siskiyou County that each have an enrollment of less than 100 students. In addition, students who are expelled by individual small school districts within Siskiyou County, vary as to age, grade level, and expulsion offenses. The wide-range of age, grade level, and seriousness of offense make it difficult to provide appropriate programs.

County/District Strategy for Addressing This Gap:

- a) The Siskiyou County Office of Education will continue to provide a continuum of educational services to those eligible students placed or referred to the Day Reporting Center, if needed. There have been no requests to re-open the Siskiyou COE Community School.
- b) The Siskiyou County Office of Education will investigate the opening of a County Community Day School if a student commits a mandatory expellable offense and is:
 - 1. From a district with no community day school, or
 - 2. From a district with a community day school and other options for service are not in the student's best interest.
- c) Inter-district agreements with clearly defined parameters. This strategy has been used infrequently due to geographical issues and distance between community day schools. However, it is a strategy that could possibly work for districts, which are within reasonable distances.
- d) Independent Study, if all parties agree, and other appropriate options are available, may be offered.

III. Identify alternative placements for pupils who are expelled and placed in community day schools, but who fail to meet terms and conditions of their rehabilitation plans or who pose a danger to other district pupils.

At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. The governing board is required to recommend a plan of rehabilitation. If the expelled students fail to meet the terms and conditions of their rehabilitation plan, commit another expulsion offense, or pose a danger to other students, the school district of residence continues to maintain responsibility for developing a rehabilitation plan for the student ensuring that an educational program is provided either within or outside the school district.

Strategies to Address this Requirement:

- 1) A new rehabilitation plan may be developed, building on the strengths of the original plan, while maintaining the educational placement called for in the original plan.
- 2) A new rehabilitation plan may be developed, building on the strengths of the original plan, but using a different educational placement than what was called for in the original plan.
- 3) Independent Study, if all parties agree, and other appropriate options are available, may be offered.
- 4) Working closely with other city/county agencies is strongly encouraged to assist with successful completion of the rehabilitation plan. These agencies include local police or sheriff departments, and agencies that provide counseling and family support.

Countywide Plan and a Regional Perspective Review Process

The triennial review of the Countywide Plan for Expelled Youth included the following steps:

1. Review of the plan by a committee of superintendents, principals, and the Superintendent of County Schools, Assistant Superintendent, and Chief Business Official from the Siskiyou County Office of Education
2. Review of the plan by all of the district and site administrators
3. Approval of the plan by all of the administrators
4. Approval by each of the district boards of trustees.

Siskiyou County Office of Education Role

The Siskiyou County Office of Education provides technical assistance in the development of the plan as well as technical assistance and advisory support when superintendents have questions regarding expulsion and the placement of students.

Administrative Expulsion Hearing Panel

For interested districts, in lieu of the district board serving as the expulsion hearing panel another option has been developed. Based upon EC 48918(d), the board may appoint an impartial administrative panel to conduct the hearing. The administrative panel would be comprised of three or more administrators from other school districts. The district board would make the final decision regarding expulsion.

This triennial update for 2018 has been approved by the:

Northern United - Siskiyou Charter School
School District

Date of Governing Board Approval of
2018 Countywide Plan for Expelled Youth

Superintendent's Signature

Agenda Item 7.
ADMINISTRATION

Subject:

7.10 Adoption of 2018-2019 Northern United Charter Schools Annual Goals

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board adopts goals each year to help focus administration on priorities for the schools. A plan will be adopted to address the goals. The School Director will update the Board on progress on the goals. Progress on the goals will be used as a basis for the evaluation of the School Director and Regional Directors.

Suggested goals (from LCAP):

1. NUCS will improve student performance outcomes in the core academic areas.
2. NUCS will ensure that all students have access to an appropriate education and are provided ample opportunity to learn in environments that reflect twenty first century learning.
3. NUCS will improve school climate and parent community involvement to promote and cultivate a positive, safe environment for all.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 7.
ADMINISTRATION

Subject:

7.11 Consideration of Application for Charter School LEA Status for Northern United - Humboldt Charter School

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

In order for NU-HCS to be a member of Humboldt/Del Norte SELPA for the 2019-2020 school year, the board must approve the application that is then submitted to the SELPA for approval.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Valerie Walsh

APPLICATION FOR CHARTER SCHOOL LEA STATUS

Date: September 1, 2018

Name of Applicant Charter School: Northern United - Humboldt Charter School

Address: 2120 Campton Rd, Suite H, Eureka, CA 95503

Telephone: 707-445-2660 Ext. 110

FAX: 707-445-2430

Email address: slovett@nuarters.org

Name of Charter School Director: Shari Lovett

Name of Special Education Director: Valerie Walsh

Name of Chartering School District: Humboldt County Office of Education

Please fill out this application and provide all requested information, data and documents.

Describe the applicant's process to modify the general education curriculum and instruction prior to a student's referral for special education services including the use of a school site team or another process that may be used.

MTSS (Multi-Tier Systems of Support): Northern United - Humboldt Charter School (NU-HCS) employs an RTI (Response to Intervention) Team to implement general education curriculum, instruction, and behavioral support within Tier I and II preceding Special Education referral. This process ensures student service in the least restrictive environment. RTI team will be made up of student (if age appropriate), parent, general education teacher and support staff. In Tier II special education administrator for academic concerns and school psychologist or counselor for behavioral concerns are added to the team.

NU-HCS is an Advancement Via Individual Determination (AVID) school. AVID strategies ensure Tier I support in NU-HCS general education instruction. In depth comprehension exercises, discussion, multiple means of expression, student directed learning promote active student participation and opportunity for ongoing teacher assessment. AVID provides scaffolded support and teaches and reinforces academic behaviors and higher level thinking. This individualized approach allows for teachers to recognize when students require more supports than those offered to all students. (Tier II)

Upon staff or parent referral for Tier II intervention, RTI Team schedules an SST (Student Study Team) to document student strengths, areas of concern, assessment data and modifications. Team discusses best way to support student and creates a plan that lists prioritized actions, accommodation strategies, curriculum modification, desired outcome, and method of measurement. Plan is implemented immediately by all designated team members.

NU-HCS hires Tier II tutors who offer 1:1 assistance and in-class support. RTI Team also accesses library of intervention materials. NU-HCS provides a list of intervention library resources for the school year, updated annually.

RTI Team reconvenes for SST at follow up date. (within 6-8 weeks) In the event that little or no progress is made, modifications, accommodations and strategies are amended based on new data. Special Education referral may be initiated after Tier II supports do not result in desired growth and progress after three SST meetings. In certain cases Special Education may be made sooner.

Describe the applicant's plan to provide a continuum of special education services including child find, referral, assessment, Individualized Education Program (IEP) process and delivery of services.

- ***Include a description of how the charter school will find children who may be in need of special education and related services:***

Child Find: As part of our active search for students with disabilities, every student at NUHCS will be assessed at least three times per school year using the STAR Renaissance Language Arts and Math Assessment tool. The data from these assessments as well as formative assessments guide instruction. Target intervention lessons are embedded in the STAR system. Additionally, NUHCS administers interim CAASPP assessments. Question blocks in both Math and Language Arts are administered in fall, and performance tasks are given in spring. The CAASPP digital library lessons are accessed by teachers to target areas of individual student challenge. If there is no evident growth with these Tier I interventions, SST takes place as described above.

In the event that the SST process produces minimal results, Special Education referral may be made by parents, teachers or staff.

Describe the charter school's process to refer a student for assessment if there may be a need for special education services

- ***Include a description of who will conduct assessments in all areas of suspected disability***
- ***If the applicant will conduct assessments, list the appropriate credentials of staff that authorizes them to conduct assessments.***
- ***If the applicant will contract for assessments, specify the district and/or agency that have agreed to conduct assessments. Include a letter of commitment to provide assessment services from the superintendent and/or agency director.***

Special Education Referral: Any educational staff member may make referrals and consider referral requests from parents and some outside agencies (such as Regional Center, MD, Psychologist, Neurologist). Special Education referrals are submitted to Special Education Director.

Special Education Referral and Assessment: After referral, Assessment Plan is sent to parent or guardian with student educational rights. Parent returns signed Assessment Plan and testing and initial IEP take place within federally mandated 60 day timeline. All suspected areas of disability, including but not limited to, academic, cognitive, speech/ language and behavioral assessments are conducted by NU-HCS credentialed Education Specialists, credentialed School Psychologist and credentialed Speech and Language Pathologist. Assessments requiring professionals such as Occupational Therapist, Behaviorist, or Physical Therapist will be contracted through Humboldt County Office of Education (HCOE), Humboldt-Del Norte SELPA (H-DN SELPA) or private agency. (refer to local plan of Humboldt-Del Norte SELPA) Determination of IEP qualification is made by IEP team at initial meeting.

Describe how applicant will provide a continuum of special education and related services listed below:

- **Resource Specialist Program (RSP) services:**
- **Designated Instruction and Services (DIS) (e.g. Speech and Language therapy, Adaptive P.E., Occupational therapy, Counseling, etc.)**
- **Non-severe Special Day Class (e.g. SDC for students with learning and communication disabilities)**
- **Severe Special Day Class (e.g. SDC for students with severe physical, medical, emotional disturbance and/or significant developmental delays requiring intensive services)**
- **Full Inclusion (e.g. Full time placement in regular education classes for students with severe physical, medical, emotional disturbance and/or significant developmental delays requiring intensive services)**
- **Include a description of who will provide the instruction for each of the categories listed above and describe how each certificated employee is appropriately credentialed to serve in his/her assignment.**
- **If the applicant will contract for instructional services, specify the district and/or agency that have agreed to provide the services. Include a letter of commitment to provide the instructional services from the superintendent and/or agency director.**
- **Describe how the applicant will provide transportation for students if required by the IEP.**
- **Describe how the applicant will comply with all federal and state laws regarding discipline and change of placement of special education students.**
- **Include a copy of applicant's policies and procedures regarding the discipline of special education students.**

Special Education Services:

Resource Specialist Program: Appropriately credentialed Education Specialists will be on staff to serve students with IEPs.

Designated Instruction and Services: NU-HCS will have a credentialed Speech and Language Pathologist on staff. Counseling is provided by credentialed School Psychologist and PPS credentialed School Counselor in instances wherein short term skill based issues need to be addressed. If students require long term counseling sessions outside the scope of school

related issues, then NU-HCS staff will make appropriate referral to other agency such as Humboldt County Department of Mental Health, or private agency. If student is having difficulty accessing Special education due to social emotional issues, then referral to SELPA for ERICs (Education Related Counseling Services) will be made by NUHCS. In the event that need for counseling effects IEP progress, staff will refer SELPA.

Occupational Therapists are contracted through HCOE or with private OT. Adaptive PE Teachers will be contracted through Humboldt-Del Norte SELPA. For services for students with a low incidence disability (visually impaired, orthopedic impaired, deaf and hard of hearing). NU-HCS will contract with Humboldt-Del Norte SELPA. Students with physical, emotional, or developmental challenges who may require assistance with full inclusion in the general education program may be evaluated by IEP Team to determine if a SCIA (Special Circumstance Instructional Assistant) is required.

Non-Severe Special Day Class and Severe Special Day Classes: NU-HCS is designated as a non-classroom based, independent study school and, therefore, is unable to offer SDCs. Students in need of SDC would be transported to a school that contracts with NU-HCS to provide service. (refer to local plan of Humboldt-Del Norte SELPA)

Residential Treatment Center: NU-HCS recognizes legal liability to provide RTC and will contact SELPA staff who will follow local policies and procedures to find and contact appropriate RTC options for IEP team to review and follow through with.

Transportation: NU-HCS will contract with HCOE for transportation services for students with disabilities based on IEP designated needs.

Discipline and Change of Placement Compliance: NU-HCS will fully comply with Special Education compliance issues as described in the Humboldt-Del Norte SELPA Procedural Manual and comply with federal and state law. NU-HCS will follow the school discipline policies outlined in the charter petitions and school policy. NUHCS will comply with holding Manifestation Determination meetings prior to any placement change. If after MD a change of placement is deemed necessary, an IEP meeting will be held and potential alternative placement options will be reviewed. Staff from alternative placement options will be invited.

Describe the level of knowledge of Charter school administration and/or staff in the legal and policy requirements of special education. If the charter school administration and staff are not experienced or knowledgeable in the legal and policy requirements of special education describe how the charter school will gain access to such knowledge.

Staff Knowledge of Legal and Policy Requirements:

NU-HCS Special Education Administrator, Education Specialists, Speech and Language Pathologist and School Psychologist are knowledgeable in regard to legal and policy requirements of Special Education. NU-HCS Special Education staff demonstrates knowledge by:

- Responding to Special Education referrals within timeline
- Providing Prior Written Notice to parents in the event of student change of program
- Conducting standardized assessments in a manner that results in accurate representation of student ability and achievement levels
- Presenting assessment data clearly to parents
- Providing a copy of and explaining Procedural Safeguards to parents at start of all IEPs
- Involving parents in IEP by frequently asking for input and documenting response in IEP Notes

- Creating relevant, attainable and measurable goals for students which are driven by a thorough assessment of present levels
- Discussing Free and Appropriate Public Education (FAPE) options with IEP Team and making best offer
- Communicating classroom and statewide testing accommodations to the general education teachers
- Frequently checking in with general education teachers to support classroom success
- Promoting well supported, student driven Transition Plan for students age 16 and older
- Providing designated IEP services and documenting on Service Log
- Conducting Manifestation Determination when student discipline issues arise
- Maintaining professional behavior and attitude
- Attending Professional Development workshops (SELPA, HCOE, Legal Counsel) to stay current with regard to legal issues and teaching practice
- Seeking advice from H-DN (Humboldt-Del Norte) SELPA Director or legal representation when unsure of legal or ethical action to take
- Adopting H-DN SELPA Policy Manual
- Following H-DN SELPA policies
- Quarterly meetings with H-DL SELPA Director to discuss compliance issues

Certification of Assurances

I certify and assure that the Applicant, Northern United - Humboldt Charter School, will carry out the following:

- **Will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act (IDEA, 20 USC 1400 et seq.), Section 504 of Public Law 93-112, 20 USC 8065 (a) and the provisions of the California Education Code, Part 30;**
- **Will ensure that all individuals with exceptional needs (ages birth to 22) shall have access to appropriate special education programs and services;**
- **Will assure that no child eligible for special education and related services seeking to enroll in the charter school will be denied nor discouraged from enrollment due to disability or due to the charter school's concern about its ability to provide appropriate services;**
- **Will assure that the charter school will fully inform parents of students with disabilities seeking enrollment in the charter school of their rights and educational options available;**
- **Will deliver special education and related services to any eligible child enrolled in the charter school;**
- **Will expend all state and federal special education funds for the sole purpose of providing special education instruction and/or services to eligible students with disabilities;**
- **Will provide assurance that the charter school will adhere to all policies, procedures and requirements of the SELPA Local Plan For Special Education**

- Will utilize SELPA approved forms and documents and will follow all SELPA agreements, policies, and procedures;
- Will ensure that students will be instructed in a safe environment with no physical barriers to the mobility of the child;
- Have provided the SELPA with a copy of the charter school's original petition, as approved by the chartering entity and any subsequently approved amendments to the charter
- Will follow all federal and state laws regarding discipline and change of placement of special education students;
- Understands its legal and financial responsibilities to provide appropriate special education services to eligible students. Financial responsibilities may include, but are not limited to, instruction, related services, transportation, non public school/agency placements, inter/intra SELPA placements, due process hearing proceedings and attorney fees and;
- Will not seek defense or indemnification from the SELPA or SELPA members unless liability is the result of acts or omissions of other agencies, their agents or employees, while performing services under an agreement.

Date of Governing Board Approval of Application for LEA Status

Date of Approval: 9/20/18

Signature of Applicant Director or Superintendent

Director:



ATTACHMENTS

This application requires the attachment of the following documents:

- ***A list of services to be provided directly by the LEA Charter and services to be provided through agreement or contract with another LEA, if any or another qualified special education provider.***
- ***Qualifications of service providers, including credentials and/or certificates.***
- ***A list of students currently enrolled in the charter school in the most recent reporting period. Please specify reporting period.***
- ***Number of students in the Charter School receiving special education and related services.***
- ***Number of students anticipated to need special education and related services if the charter school in not yet open.***

Services provided directly by LEA Charter:

Resource Specialist Program
Speech and Language Therapy
Counseling

Qualifications of service providers:

Education Specialists 2.5 FTE
Special Circumstance Instructional Assistants (SCIA) as needed
Speech/ Language Pathologist .5 FTE
School Psychologist 1.0 FTE
Counselor 1.0 FTE

Above providers are credentialed or certified in their field in accordance with California state requirements.

Services contracted through Humboldt County Office of Education, Humboldt-Del Norte SELPA or Independent Providers:

Occupational Therapists
Behaviorists
ERICS (Educationally Related Intensive Counseling Services)
Physical Therapists
Special Day Classes
Therapeutic Learning Classes
Residential Treatment Center
Special Education Transportation

Students currently enrolled in the charter school in the most recent reporting period:

NU-HCS will open its doors on August 27, 2018. Currently there are 352 enrolled students. NU-HCS anticipates having approximately 399 students enrolled at the first reporting period.

Students in the Charter School anticipated to receive special education and related services:

NU-HCS will open its doors on August 27, 2018. Currently there are 48 students receiving special education and related services. NU-HCS anticipates having approximately 63 students enrolled who receive special education and related services.

Provide a budget plan including anticipated income to establish that the applicant receives adequate revenue to provide all the special education programs and services listed above.

See attached budget documents.

Agenda Item 8.

CURRICULUM AND INSTRUCTION

Subject:

8.1 Consideration of NU-HCS Curriculum

Action Requested:

Approve

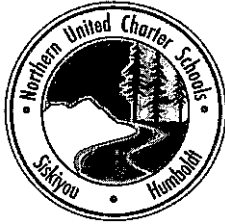
Previous Staff/Board Action, Background Information and/or Statement of Need:

Each year the Board adopts curriculum used by staff within the school.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Rebekah Davis



NU- Humboldt Charter School
Curriculum Audit
Fall 2018

ELA

Title	Publisher	Publication Date
Read Naturally Fluency Program	Encore	2012
Spectrum Spelling, Common Core Edition	Carson-Dellosa	2014
Spectrum Writing, Common Core Edition	Carson-Dellosa	2014
Spectrum Language Arts, Common Core Edition	Carson-Dellosa	2014
DK Handwriting	DK	2016
DK Language Arts	DK	2016
National Geographic Reach for Reading	National Geographic Cengage Learning	2017
Handwriting Without Tears	Learning Without Tears	2008, 2018
Step Up to Writing 4th Edition	Voyager Sopris Learning	1999
Write Source Handbooks and Skillsbooks	Great Source	2012
Explode the Code	Educators Publishing Service	2016
Springboard	College Board	2017
Starline Press	Starline Press	2012
Wordly Wise	EPS Products	1999
Accelerated Reader	Renaissance Learning	online

Apex	Apex Learning	online
Cyber High	Online Learning Solutions Fresno County Schools	online
BYU High School	Brigham Young University	online
UC Scout	University of California	online
College of the Redwoods	College of the Redwoods	
Expository Reading and Writing Course	CSU	online
Barton	Bright Solutions	1998
Literature and Language Arts 3rd Course	Holt	2009
Literature and Language Arts 4th Course	Holt	2009
The Hands Maids Tale	Anchor Books	1986
The Absolutely True Diary of a Part-Time Indian	Little, brown	2007
A Clock Work Orange	Norton	2011
Pride and Prejudice	Tor	1994
Heart of Darkness	Dover	2015
Enders Game	Tor	1991
Crime and Punishment	Borders	2006
Do Androids Dream of Electric Sheep	DelRey	1996
Great Expectations	ML	1998
The Kite Runner	RiverHead	2003
The Sun Also Rises	Scribner	2006
The Great Gatsby	Collier	1992
Invisible Man	Vintage	1995
The Awakening and Selected Stories of Kate Chopin	Signet	1976
Ready Player One	Broadway	2011
The Things They Carried	Mariner	2009
Beloved	Vintage	2004

The Crucible	Penguin	2003
To Kill A Mockingbird	Grand Central	1982
Into the Wild	Anchor	2015
The Metamorphosis and Other Stories	Penguin	2000
Brave New World	HarperCollins	2006
Fahrenheit 451	Simon&Schuster	2013
Anthem	Wildside Press	2013
Ethan Frome	Dover	1991
Night	Holt	1996
Fathers and Sons	Dover	1998
The Adventures of Tom Sawyer	Dover	1998
Adventures of Huckleberry Finn	Barnes&Nobles	2008
Scythe	Simon&Schuster	2016
Dracula	Puffin	2009
Antigone, Oedipus the King and Electra	Oxford	2008
Animal Farm	Signet	1996
Great Tales and Poems of Edgar Allan Poe	Simon&Schuster	2009
Introduction to Literature	Houghton Mifflin	2000
Kindred	Abrams Comicarts	2017
March	Top Shelf	2013
March-Book 2	Top Shelf	2015
Pride of Baghdad	Vertigo	2006
Barefoot Gen-Volume 1	Last Gasp	2004
Maus-2	Pantheon	1991
Persepolis	Pantheon	2003
Expository Reading and Writing Course-Edition 2	CSU	2013
The Virgin Suicides	Picador	1993
A Wrinkle in Time	Squire Fish	2007
The Glass Menagerie	Penguin	1999
Macbeth	Pocket Books	1973
A Street Car Named Desire	New Directions	2004

Out of the Dust	Scholastic	1999
I Am Legend	Tor	2007
The Hitchhiker's Guide to the Galaxy	DelRey	2005
Of Mice and Men	Penguin	1993
The Giver	Houghton Mifflin	1993
A Doll's House	Dover	1992
The Bell Jar	HarperPerennial	2005
Hatchet	Simon&Schuster	1999
Hamlet	Simon&Schuster	2012
The Maze Runner	Delacorte Press	2011
The Chocolate War	Ember	2011
Lord of the Flies	Penguin	2016
Othello	WSP	1993
Wuthering Heights	Bantam	1981
King Lear	Signet	1998
Alice's Adventures in Wonderland and TLG	Puffin	1997
Romeo and Juliet	Penguin	

Social Studies

Title	Publisher	Publication Date
DK Geography workbooks	DK	2016
Social Studies	Harcourt	2005
Social Studies	Houghton Mifflin	1998
Basic Not Boring Social Studies workbooks	Incentive Publications	2002
California Studies Weekly	Studies Weekly	2016,2018
Second Step: Skills for Social and Academic Success	Committee for Children	2008
Joy Hakim's A History of US	Oxford University Press	1995

Mini- Q's in American and World History	The DBQ Project	2008
Apex	Apex Learning	online
Cyber High	Online Learning Solutions Fresno County Schools	online
BYU High School	Brigham Young University	online
UC Scout	University of California	online
College of the Redwoods	College of the Redwoods	
Medieval to Early Modern Times	Holt	2006
Modern World History	McDougal	2003
American Odyssey	McGraw	2004
Economics	AGS	2005
Economics-Principles & Practices	McGraw	2005
The American Pageant	Cengage	2013
We The People	Center for Civic Education	2009
United States Government	McGraw	1993
American Government	Steck-Vaughn	1997

Math

Title	Publisher	Publication Date
Go Math	Houghton Mifflin	2011
Singapore Math- Math in Focus	Houghton Mifflin Harcourt	2013
Saxon Math	Houghton Mifflin Harcourt	2006
DK's Math Made Easy and Problem Solving workbooks	DK	2016
Kim Sutton Units	Creative Mathematics Publications	2001, 2014
Envision Math Common Core	Scott Foresman	2011

Dimensions Math a Singapore Math Program	Star Publishing	2015
Spectrum Math Workbooks	Carson-Dellosa	2014
Starline Press	Starline Press	2012
Apex	Apex Learning	online
Cyber High	Online Learning Solutions Fresno County Schools	online
BYU High School	Brigham Young University	online
UC Scout	University of California	online
College of the Redwoods	College of the Redwoods	
Khan Academy	Khan Academy	online
IXL Math	IXL Learning	online
AIMS	AIMS	online
Accelerated Math	Renaissance Learning	Online
My Math	McGraw-Hill	2017
Mathematics 1	Pearson	2014
Mathematics 2	Pearson	2014
Mathematics 3	Pearson	2014

Science

Title	Publisher	Publication Date
FOSS	Delta Science	2004, 2013
DK's Science	DK	2014
Lawrence Hall of Science materials	University of Berkley	online

Science Core Skills	Houghton Mifflin	2014
Apex	Apex Learning	online
Cyber High	Online Learning Solutions Fresno County Schools	online
BYU High School	Brigham Young University	online
UC Scout	University of California	online
College of the Redwoods	College of the Redwoods	
Mystery Science	Mystery Science	online
Plato	Platoism	online
AIMS	AIMS	online
Essentials of Human Anatomy & Physiology	Pearson	2009
Focus on Life Science-Nat Geo	McGraw	2007
Biology	Pearson	2007
Physical Science	Holt	2006
Focus on Physical Science-Nat Geo	McGraw	2007
Physics	McGraw	2008
Chemistry	Addison-Wesley	1997
Biology-An Every Day Experience	McGraw	2003

Agenda Item 8.
CURRICULUM AND INSTRUCTION

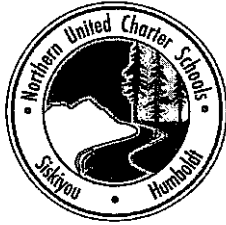
Subject:
8.2 Consideration of NU-SCS Curriculum

Action Requested:
Approve

Previous Staff/Board Action, Background Information and/or Statement of Need:
Each year the Board adopts curriculum used by staff within the school.

Fiscal Implications:
None

Contact Person/s: Shari Lovett, Rebekah Davis



NU- Siskiyou Charter School
Curriculum Audit
Fall 2018

ELA

Title	Publisher	Publication Date
Prentice Hall Literature	Prentice Hall	2000
Guide to Critical Reading Writing--Daybook	Great Source (Houghton Mifflin)	1998
Literature, Gold, Timeless Voices, CA	Prentice Hall	2002
Literature, Platinum, Timeless Voices, CA	Prentice Hall	2002
Literature, The American Experience, Timeless Voices, CA	Prentice Hall	2002
The British Tradition, Timeless Voices, Timeless Themes	Prentice Hall	2000
Reading California	Houghton Mifflin	2001
Paragraph Writing	Evan-Moor	2001
Accelerated Reader	Renaissance Learning	Online

AVID--Critical Reading, Writing	AVID	online
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Social Studies

Title	Publisher	Publication Date
World History--Modern Times American Vision Economics--Principles & Practices Government--Democracy in Action	Glencoe	2006
World History US History	AGS	2001
World History Modern times	McGraw	2003
Pacemaker World History	Pearson	2002
The American Vision, Modern Times, CA	Glencoe	2006
U.S. History	AGS	1998
National Geographic Explorer	National Geographic	online
History Social Science for California (1st-5th)	Scott Foresman/Pearson	2006
Ancient Civilizations	Prentice Hall	2006
A More Perfect Union	Houghton Mifflin	2006

Across the Centuries	Houghton Mifflin	1999
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Math

Title	Publisher	Publication Date
Integrated Math 1/2/3	Carnegie Learning	2012
Integrated Math 2	APEX	online
Consumer Math and Financial Literacy	Dave Ramsey	2014
Algebra 1	McDougal Littell	2007
Algebra 1, Key to Algebra	Key Curriculum Project	1992
Algebra 2 Common Core	Pearson	2015
Mathematics 1 Common Core	Pearson	2014
Consumer Mathematics	AGS	1998
Geometry Common Core	Pearson	2015
Precalculus	Glencoe	2001
Accelerated Math	Renaissance Learning	online
Khan Academy	Khan Academy	online
GEMS-Great Explorations in Math and Science	GEMS	2013
EnVision	Pearson	2012

On Core	Houghton Mifflin	2012
Glencoe Math	Glencoe	2013

Science

Title	Publisher	Publication Date
Earth Science	Glencoe	2005
Earth Science	Prentice Hall	2006
Biology	Miller Levine	2014
Biology	Prentice Hall	2004, 2007
Earth Science/Biology	Globe Fearon	2000
Essentials of Human Anatomy and Physiology, 8th Ed	Pearson	2006
GEMS-Great Explorations in Math and Science	GEMS	2013
FOSS	Delta Science	2004
Focus on Earth Science, Life Science, Physical Science	Prentice Hall	2008
California Science (1st-5th)	Scott Foresman/Pearson	2008

Agenda Item 9.
FACILITIES

Subject:
No items

Action Requested:
None

Previous Staff/Board Action, Background Information and/or Statement of Need:
No items

Fiscal Implications:
None

Contact Person/s: Shari Lovett

Agenda Item 10.
FUTURE AGENDA PLANNING

Subject:
10.1 Items for consideration for future agendas

Action Requested:
None

Previous Staff/Board Action, Background Information and/or Statement of Need:
The Board may consider items for future Board meeting agendas. Board members or the public may suggest agenda items. The Board President and the Director determine whether an item is placed on the agenda based upon if it is related to school business and within the jurisdiction of the Board.

Fiscal Implications:
None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 11.

FUTURE BOARD MEETINGS

Subject:

11. FUTURE BOARD MEETINGS

11.1 Future Board meetings - 10/18, 11/15, 12/20

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

11.1 At its organizational meeting in March, the Board scheduled its meetings for the 2018 calendar year.
The Board may adjust this meeting schedule as needed.

Fiscal Implications:

None

Contact Person/s:

Shari Lovett, Jere Cox

Agenda Item 12.

ADJOURN