



NORTHERN UNITED – SISKIYOU CHARTER SCHOOL

CHARTER PETITION

July 1, 2018 – June 30, 2023

Submitted to the Siskiyou County Board of Education and the Siskiyou County Office of Education on November 21, 2017.

Revised petition submitted to the Siskiyou County Board of Education and the Siskiyou County Office of Education on February 21, 2018 for an initial term of two years - July 1, 2018 - June 30, 2020.

Signature Page for Teachers -- Northern United Charter School -- Siskiyou

We the undersigned believe that the attached Charter for the creation of Northern United Charter School -- Siskiyou ("Charter School") merits consideration and hereby petition the Siskiyou County Board of Education to grant approval of the Countywide Benefit Charter pursuant to Education Code Section 47605.6 to enable the creation of the Charter School. The Petitioners for the Charter School agree to operate the Charter School pursuant to the terms of the Charter Schools Act and the provisions of the Charter School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the Charter School.

By the Lead Petitioner:

Shari Lovett
 Name Signature Date 10/1/17

The petitioners recognize Shari Lovett as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Siskiyou County Board of Education.

By the Petitioners:

Print Name	Signature	Date	Credentials Held	Phone Number
Amy Cambou	Amy Cambou	11/6/17	Clear Multiple Sub, Intro. SS, Eng (HS)	530-227-1002
Deborah Krieger	Deborah Krieger	11-7-17	Multiple Subject, single Subject-Bus/Math/office	530-905-0337
Dawn Fyling	Dawn Fyling	11/7/17	Clear Mult+sub House H.S. all subjects	(530)926-5574
Cathleen Alexander	Cathleen Alexander	11-7-17	Clear multiple multiple cred single	530-239-0823 L. 707-332-8726
Claudia Carpenter	Claudia Carpenter	11-7-17	Clear multiple subject	530-261-1724 (cell)
Tristan Behn	Tristan Behn	11/7/17	Multi-Subject Religion Cred.	530-731-3862
Valerie Walsh	Valerie Walsh	11/9/17	Multi Sub cred Special Ed m/m cred. Admin cred.	530-859-0179
Harold K Miller III	Harold K Miller III	11-9-17	Multi-Subject - Clear Admin. Services - Clear	530-925-1463
Lindsey Nemec	Lindsey Nemec	11.9.17	Multiple Subject - clear	530-925-0717
Marshall Yates	Marshall Yates	11/9/17	ART Single Sub - preliminary	530-925-5760

Signature Page for Teachers – Northern United Charter School – Siskiyou

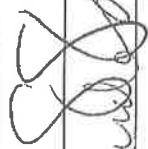


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Gretchen Gerlitz		11/7/17	Multi Subject	530.859-1465
Andrea Marchayok		11/9/17	Multi Subject Prelim.	530.598.1681
Barbara Shepard	Barbara Shepard	11/13/17	Multiple Clear	530 235 4253
Cerelia Baraboo		11/13/17.	Spe. Ed.	631-428-3510.

Signature Page for Parents

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Christie Barnhart	<u>Christie Barnhart</u>	11/07/17	817 C Caroline	530/426-5094	1	1
Heather Cordova	<u>Heather Cordova</u>	11/7/17	7716 Liberty Ave. West	340-45110	2	2
Matthew Klock	<u>Matthew Klock</u>	11/13/17	6525 Pine top	340-3350	1	1
Maggie Versaw	<u>Maggie Versaw</u>	11/14/17	5116 S. St.	643-1985	1	1
Michael Worch	<u>Michael Worch</u>	11/15/17	10006 Oregon Rd, Montague	705-0704	1	4
Joseph R Huelsbeez	<u>Joseph R Huelsbeez</u>	11-15-17	7411 East Webb st Apt 23	530-921-0513	1	1
Crystal Graeber	<u>Crystal Graeber</u>	11-15-17		541-200-4414	1	1

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Teri Martin	<u>Teri Martin</u>	<u>10/25/17</u>	<u>321 Anderson St Yreka CA 96097</u>	<u>(530) 598-1389</u>	<u>1</u>	<u>1</u>
Kim Sutter	<u>Kim Sutter</u>	<u>10/31/17</u>	<u>419 South St Yreka CA 96097</u>	<u>(704) 621-0351</u>	<u>1</u>	<u>1</u>
Don Super	<u>Don Super</u>	<u>11/6/17</u>	<u>531 Highland St Yreka CA 96097</u>	<u>530 905-0809</u>	<u>1</u>	<u>1</u>
Constantine Todd	<u>Constantine Todd</u>	<u>11/6/17</u>	<u>915 W Miner St #8 Yreka CA 96097</u>	<u>841-4724</u>	<u>1</u>	<u>1</u>
Robert Ludwig	<u>Robert Ludwig</u>	<u>11-6-17</u>	<u>130 29th Street Montague CA 96064</u>	<u>530 643-1836</u>	<u>1</u>	<u>1</u>
Dawn Mabrier	<u>Dawn Mabrier</u>	<u>11-6-17</u>	<u>314 Florentine Yreka CA 96097</u>	<u>530-898 6537</u>	<u>1</u>	<u>1</u>
John Woodruff	<u>John Woodruff</u>	<u>11 6 17</u>	<u>5031 Whoo-ya Pl. Montague, CA 96064</u>	<u>530 5988570</u>	<u>1</u>	<u>1</u>

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Kyle Araiza	Kyle Araiza	11/2/17	PO BOX 351 Happy Camp CA 96039	530-440-9599	0	1
Vanessa Poterom	Vanessa Poterom	11/2/17	791 Earl Webb St #233 CA	530 528 6426	0	1
Theresa Dyer	Theresa Dyer	11/8/17	P.O. Box Fort Jones	530 925	0	3
Isabel Quirez	Isabel Quirez	11/8/17	P.O. Box FJ CA	530 989	0	1
Margaret R. Klaus	Margaret R. Klaus	11/8/17	906 St. Hwy 96		0	1
BRIANA OESTERL	BRIANA OESTERL	11/8/17	PO Box 232 GEORGETOWN	(530) 840-2350	1	1
Leah Byron	Leah Byron	11/13/17	4044 Quierst. Honolua CA	530-475-3493	1	1

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Cerelia Barbosa	<i>Cerelia Barbosa</i>	10/25/17	502 W. Center St. Yreka, CA 96097	530-428- 3510	1	1
Frank Cunha	<i>Frank Cunha</i>	10/25/17	424 Wetzel Way Yreka, CA 96097	530-643- 2764	3	3
Charlotte Correll	<i>Charlotte Correll</i>	10/25/17	10906 Omega Rd. Montague, CA 96064	530-905- 0157	1	1
Karissa Green	<i>Karissa Green</i>	10/25/17	905 W. Miner Yreka, CA 96097	530-643- 2938	2	2
Donnie Aven	<i>Donnie Aven</i>	10/23/17	715 Liches Rd. Montague, CA 96064	530 921 8863	2	2
Rachael Fisher	<i>Rachael Fisher</i>	10/25/17	14444 N. State Hwy 3 Ft. Jones, CA 96032	530-598- 9601	2	2
Angela Worcester	<i>Angela Worcester</i>	10/1/17	1705 St. Hwy 263 Yreka, CA 96097	541-621- 7471	1	1

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Devyn Hummer	<i>Devyn Hummer</i>	10/24/17	5769 Castle Ave Dunsmuir	530 925-3153	2	3
Diane Fanning	<i>Diane Fanning</i>	10-25-17	5704 Shasta Dunsmuir	530 859 0260	1	1
Nicole Letscher	<i>Nicole Letscher</i>	10-30-17	4115 Hummingbird Mt. Shasta	530 925-4748	3	3
bug Shoop	<i>bug Shoop</i>	10-31-17	201 IREWE Lane Mt. Shasta	530	2	2
Rosie Logan	<i>Rosie Logan</i>	10/01/17	825 AIELLO Rd Mt. Shasta	503 481 4948	1	1
Jasmine Stiberman	<i>Jasmine Stiberman</i>	10/7/17	6008 SHASTA AVE. Dunsmuir	530 859 0158	3	3
Helen Quail	<i>Helen Quail</i>	11-9-17	300 E. Teddie St Mt Shasta.	530 859 4059	2	2

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Andrea Marchyok	Andrea Marchyok	11/7/17	711 Glen Mar Mt Shasta	930-998-1681	1	
Michelle Clark	Michelle Clark	11/7/17	711 Glen Mar	590-598-2790	1	
Traci Long	Traci Long	11/8	505 5th Mt Shasta	859-0867	1	
Allison Carpenter	Allison Carpenter	11/8/2017	300 Key Lynne Mt Shasta	925-5108	1	
Tary Gross	Tary Gross	11/8/17	4917 Nessen Ave, Dunsmuir, CA	859-1953	1	
Jennifer Lancaster	Jennifer Lancaster	11/8/17	310 Merritt Ave. Mt Shasta, CA 96067	(530) 355-3484	1	
Erin Campbell	Erin Campbell	11.9.2017	4105 Calwood Ave, Dunsmuir, CA 96025	(530) 959-0697	1	

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Say Dancer	<u>[Signature]</u>	10/28/17	6608 Shelley Rd	536 598 6979	4	4
Tom Bennett	<u>Tom Bennett</u>	10/25/17	915 W. Miner, St	530 598 5172	1	1
Yesenia Alamillo	<u>Yesenia Alamillo</u>	10-25-17	3320 Scala Ln Montague, CA 96064	643-1352	1	1
Ana Trowbridge	<u>Ana Trowbridge</u>	10-25-17	Scott Bar, CA 96085	530 496-3365	2	2
Annetteless	<u>[Signature]</u>	10-25-17	515 Chalk Lane Mt Shasta	707 601-4886	1	1
Justin Hest	<u>[Signature]</u>	10/30/17	1412 West 205th Ave Yreka	530-404-3300	0	0
Shannon Rhine	<u>[Signature]</u>	10/30/17	130 S. 8th St. Montague CA 96064	530-598-2287	1	1

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Joshua Grass		10-24-17	4120 Venette St. Dunsmuir, CA 96025	530-798 3059	1	1
JACKIE LOVETT		10/24/17	50410 LENOX ST. MT. SHASTA CA	(415) 225-9945	1	1
Rachel Brill		10/24/17	5401 DUNSMUIR AVE. DUNSMUIR, CA 96025	530 859-2824	3	3
Sylvia Fry		10/24/17	1512 N. Shasta Ranch Rd. Mt Shasta, CA 96067	(818) 288-0331	1	1
CEDRA HILL		10/24/17	2003 FERN LN. WEED, CA 96094	530 - 938-0371	1	1
Kam King		10/24/17	2003 Fern Lane Weed CA 96094	530-859- 5917	1	1

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Tim Crodock	Tim Crodock	10-25-17	200 S. 1st St. Montague, CA	530-8131	1	1
Amber Crodock	Amber Crodock	10-25-17	200 South 1st St. Montague, CA	530-340	1	1
Colleen Allen	Colleen Allen	10-25-17	150 Lichens Rd. Montague, CA 96064	530-921	2	
Tommy Perry	Tommy Perry	11-13-17	P.O. Box 1078 Fort Jones, CA 96032	530-468	7	2
Andria Dintima Andre	Andria Dintima Andre	11-27-17	1536x Hammon Rd. Wernicke, CA 96094	541-800	1	

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Brian Kerr	Brian Kerr	10-24-17	1534 Davis Pl. Rd. Mt. Shasta, CA 96067	530 926-1710	1	1
Asil Donna	Asil Donna	10-24-17	2312 Columbia Rd. Weed, CA 96094	530 859-2782	1	1
ANDREA SHANTI	Andrea Shanti	10-24-17	1534 DAVIS PLACE RD. MT. SHASTA, CA 96067	530 926-1710	1	1
CYNTHIA CAREZ	Cynthia Carez	10-24-17	439 PONTIAC MT SHASTA, CA 96067	530 368-2888	2	2
JAY CAREZ	Jay Carez	10-24-17	439 PONTIAC MOUNT SHASTA, CA 96067	530 368-2889	2	2

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Maria Jimenez		Oct 29 2017	907 Douglas Ln. Shasta	530-918-5747	2	2
Charles Unkefer		10/24/2017	408 E. Hwy. 99, Siskiyou, CA	530-859-8181	1	1
MARK OLIVER		10/24/17	907 Douglas	530-859-3316	2	2
Jan Wood		10/24/17	1611 Holiday Lane, Ukiah, CA	530-859-9017	1	1
Sim Wood		10/24/17	1611 Holiday Lane	530-859-3114	1	1

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Jason Carliotti	<i>Jason Carliotti</i>	10/25	3824 Fungway Ln	531 210 8020	2	2
Melissa Johnson	<i>Melissa Johnson</i>	10/26	902 Carmon Ave C	530 859 1466	1	1
Michelle Anderson	<i>Michelle Anderson</i>	10/30	1815 Eddy Dr	530 925 4065	1	1
Wendy James	<i>Wendy James</i>	10/30	215 Sheldon	917 371 7544	1	1

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Ann Myers	<i>Ann Myers</i>	11-7-17	PO Box 455	530 493-2348	2	0
Vicki McFinnis	<i>Vicki McFinnis</i>	11-8-17	Happy Camp CA 96039 3505 Indian Rd	530 925-6682	1	0
Elizabeth Murray	<i>Elizabeth Murray</i>	11/8/17	1440 Sawyer Blvd	530 958 0300	1	0
CARLE PAVIS	<i>CARLE PAVIS</i>	11/13/17	14 APPLY CAMP CA	none	1	0

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By the Petitioners:

Print Name	Signature	Date	Address	Phone Number	Number of children entering grades K-12 by 2018-19	Number of children entering grades K-12 after 2018-19
Kodi VerSaw	<i>[Signature]</i>	11-1-17	516 South St Yreka CA	530-6413 1998	2	2
Cheryl Peterson	<i>[Signature]</i>	11-13-17	6844 Hwy 66 Ashland, OR 97520	541-482 9262	1 Grandchild	1
Erica Moore	<i>[Signature]</i>	11/13/17	1032 S. Main St Yreka CA 96101	530-6413 3803	4	4

Signature Page for Parents

We the undersigned believe that the attached Charter for the creation of Northern United Charter School - Siskiyou (the "Charter School") merits consideration and hereby petition the Siskiyou County Board of Education to grant approval of the Countywide Benefit Charter pursuant to Education Code Section 47605.6 to enable the creation of the Charter School. The Petitioners for the Charter School agree to operate the Charter School pursuant to the terms of the Charter Schools Act and the provisions of the Charter School's charter. The petitioners listed below certify that they are parents or guardians who reside in Siskiyou County and are meaningfully interested in having their children or wards attend the Charter School.

By the Lead Petitioner:

Shari Lovett
 Name
 Signature
 Date 10/1/17

The petitioners recognize Shari Lovett as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by the Siskiyou County Board of Education.

By the Petitioners:

Print Name	Signature	Date	Address	Phone Number	Number of children entering grades K-12 in 2018-19	Number of children entering grades K-12 after 2018-19
Roger M. Lovett	<i>R Lovett</i>	10/24/17	4105 Caldwell Ave, (530) Dansomir, Ca, 96025	813 859-8682	1	1
Bianca A. Garza	<i>Bianca A. Garza</i>	Oct. 24, 17	3038 N. Hawthorn Ln. Weed, CA 96094	813 852-3529	1	1
Carlos Rodriguez	<i>Carlos Rodriguez</i>	10/24/17	3038 N. Hawthorn Ln. Weed, CA 96094	813 852-3785	1	1

We the undersigned believe that the attached Charter for the creation of Northern United Charter School - Siskiyou (the "Charter School") merits consideration and hereby petition the Siskiyou County Board of Education to grant approval of the Countywide Benefit Charter pursuant to Education Code Section 47605.6 to enable the creation of the Charter School. The Petitioners for the Charter School agree to operate the Charter School pursuant to the terms of the Charter Schools Act and the provisions of the Charter School's charter. The petitioners listed below certify that they are parents or guardians who reside in Siskiyou County and are meaningfully interested in having their children or wards attend Charter School.

by the Board of Directors:

Shari Lovett _____
Name

Shari Lovett _____
Signature

10/1/17 _____
Date

By the Petitioners:

[illegible]

Christie Barnhart
817 C Caroline Avenue
Mount Shasta, CA 96067

10/19/2017

Re: Mattole Valley Charter School – Mt. Shasta

To Whom It May Concern:

Since 2016, my child has been a student of Mattole Valley Charter School in Mount Shasta, California, in Siskiyou County. He has attended Kindergarten on site, and is now educated at home during his 1st grade year. The dynamic of this program allows us flexibility as a family, and most importantly, for my son, who has some health issues that would prevent him from attending school on site full time.

The curriculum provided seems ample, interesting, and keeps my child moving forward. Teaching 'at home' through Independent Study really means teaching at home, in nature, and we find opportunities to learn where ever we are. As far as I know, the materials provided are state adopted, up to current standards, and I believe my child is at or above the required learning level for his age.

I chose MVCS for my youngest child due to his health issues, and my current work situation. This works for us as a family, and we truly appreciate that such programs exist. Without this style of learning, it would be extremely difficult for me to continue working the way I do, providing in home health care to the elders in my immediate family, and also for my son, who has a compromised immune system, which doesn't allow for him to be exposed to large groups of people due to his wonderful ability to turn a cold into and ER visit.

The staff is supportive, positive, and I believe they truly care about the community and families that have chosen MVCS as their child's educational resource.

Sincerely,

A handwritten signature in cursive script, appearing to read "Barnhart", written in dark ink.

Christie Barnhart

11/11/17

Dear Siskiyou County Office of Education,

My name is Brian Hummer. I am writing to ask you to support the new charter school that will replace Mattole Valley next year. I have two children in Mattole and I couldn't be happier with the schooling they are receiving! My sons are happy and learning so much every day. I am able to speak their teacher regularly and feel so involved in their learning and progress.

One of my children is mildly autistic and he is able to function at grade level and get along with friends in school. This was not what happened for him in other schools we tried. Everyone at Mattole is friendly and helpful. I feel like my sons and my family are really cared about.

Please support this new charter. I want my kids to keep in a school that works for them.

Thanks,

A handwritten signature in black ink, appearing to read 'Brian Hummer', with a stylized, flowing script.

Brian Hummer

Nov 11, 2017

Dear Members of the Siskiyou County Board of Education,

Thank you for accepting letters of support for the restructuring of Mattole Valley Charter School in Siskiyou County. As a parent of a dedicated third grader who absolutely loves Mattole, I strongly encourage and deeply hope that the Siskiyou County Board will authorize Mattole Valley Charter School to become the more locally based Northern United Charter School – Siskiyou.

From our child's first year in kindergarten through his new year as a thriving third grader, he has consistently and thoroughly enjoyed his school and has always been very positive about his learning experience at Mattole Valley Charter School (MVCS).

The teachers at MVCS are all incredibly devoted to the individualized progress of each and every student. We are so grateful for the teachers' ability to provide a unique learning experience as an independent study program. While providing a strong foundation of academic skills and ensuring that our child is progressing appropriately, the teachers also cultivate an environment where the students thrive socially and are able to explore and develop their individual strengths.

Our son has worked closely with all of his teachers throughout the years that he has attended MVCS, and that continuation of learning with them has provided him with an authentic development and understanding of himself, both academically and personally. One example is the fun and unique jobs program, in which our son chose to be a co-peacekeeper who helped enforce the school rules. With helpful support by his teachers we all learned that he thrives on structure and strongly desires to follow rules and guidelines, and his feedback and experience as a school peacekeeper illustrated that. He has continued on to train as a soccer referee, which we believe is directly linked to the leadership skills that he has developed at school. Other unique opportunities at MVCS include a wonderful cooking class, music, art, and a diverse array of presentations by members of the community in service, business, or who share a special talent with the students.

Academics are very important to our family, and we try to provide that solid foundation at home. We greatly appreciate the support of our independent study program and the flexibility of Mattole to meet our child where he is academically, providing extra challenges when appropriate, or maybe some extra help along the way. Being such a small school, the teachers have an intimate connection with each child's academics, and are able to bring them along according to state standards and Common Core requirements. We also appreciate the multi-age classroom opportunity, which offers an especially beneficial set of skills, academics, and relationships. We feel confident that the students at MVCS are getting precisely what they need academically.

Our son's experience at Mattole Valley Charter School has been overwhelmingly positive. We are so grateful that he has always loved his school, happily looks forward to attending school, and has expressed his desire to continue attending his school for as long as possible. The opportunity that MVCS presents to its students and families is both unique and personalized. MVCS offers an independent academic experience, and we are fully satisfied with our son's excellent academic progress. Further, MVCS cultivates a learning environment in which students are encouraged to explore personal growth and develop their strengths as individuals. The teachers and administrators make an incredibly conscientious team, and we are all so appreciative of their ongoing dedication and devotion to the students and families.

We strongly encourage the board members of the Siskiyou County Board of Education to support the restructuring of our beloved Mattole Valley Charter School, and we deeply hope that the Board agrees to authorize the school to become the more locally based entity of Northern United Charter School – Siskiyou. Thank you for your consideration.

Sincerely,

Cedra Hill

To Whom It May Concern,

Please allow me to introduce myself, I am Cerelia Barbato M.Ed. Currently, I am a parent of a very bright 3rd grader who is enrolled with Mattole Valley Charter School at the Diamond View Learning Center. I am also the Resource Specialist for the Siskiyou County students.

I would like to include my younger brother was a graduate of Mattole Valley Charter School Yreka, class of 2006. Graduating has been a positive in my brother's life. Without Mattole teachers and staff, he would not have had the necessary personalized education and attention he required to be successful. With Mattole he was set up to do job and career exploration which lead him to successful employment after graduation down in the San Francisco Bay Area.

I would like to share with you as a landlord. I have tenants who are hard-working and upstanding citizens. I appreciate them as tenants and individuals. One day, I inquired about where they had graduated from. Both proudly said they had graduated from Mattole Valley Charter School in Mt. Shasta.

As a parent residing in Yreka, having Mattole Valley Charter as an option for my children is empowering. Teachers assign independent study to be completed away from the learning center. The curriculum follows state standards and Common Core. My daughter is using state adopted curriculum daily in her studies. She has interactive computer software she uses to complete study time at home. The resources available are valuable. I choose to enroll my daughter when I was undergoing medical treatments which made it difficult for me to get her to school daily; however, I was able to help with her school work daily from my hospital bed. I have continued to have my daughter enrolled with Mattole Valley Charter School because she is often ill and misses school. The low attendance negatively affected her grades and access to material. By having Mattole Valley Charter School as an independent study option in Yreka has made my recovery and my daughter's education a victory story.

As a Specialized Academic Instructor with Mattole Valley Charter School, I find the flexible schedules, small class size, and rigorous curriculum all benefits to the students we serve. From parents, I often hear how these three details are the answer to their child's success in achieving their goals. I remember working with a young family in 2013. At graduation, the parents of the young father came up to the staff members, hugging them. The mother whispered in my ear, "He is the first in our family, ever, to get a Diploma. Thank you!" The young graduate said he wanted to graduate so his children could see that their father worked hard and stayed even when times were challenging.

I encourage and support Siskiyou county Board of Education to embrace the restructuring of a Mattole Valley Charter School and for Siskiyou County Office of Education (SCOE) to become the new authorizing entity for Mattole Valley Charter School.

Sincerely,
Cerelia Barbato
Cerelia Barbato

To whom it may concern:

We are the parents of a student at one of the Mattole Valley Charter Schools in Siskiyou county. We have seen a lot of changes in our child since she transferred from a local high school to Mattole. Before Mattole our daughter was very bored in most of her classes because she would finish her work ahead of everyone else in the class and would spend the rest of class playing on her phone. Now at Mattole she is being challenged and able to move ahead in most subjects by working at her own pace. This makes her happy, keeps her busy and also challenges her.

We love the freedom of her being able to pick the classes that work for her, either in class or independent study depending on the Common Core and State's curriculum specifics. We are very appreciative of the fact that at least once a month our daughter has a one on one meeting with her counselor. She has the freedom to discuss school, home life, friends and anything else she wants or needs. It is a great feeling to know that our daughter is truly cared for by the staff at Mattole. She is not just another student passing through they take a genuine interest in her. Mattole also encourages the students based on their learning ability, grades and their willingness to put the effort into taking college courses. They check in with the students and the college to make sure that the student is not overwhelmed and that they are succeeding.

We weighed our options with the choice of charter schools, homeschool and a program at the local high school in our part of the county and as a family we found that Mattole perfectly suited our daughters needs and the education we were looking for. Without the choice of Mattole we would be forced to homeschool our child as we do not feel like the other choices fit her needs.

Thank you for taking the time to consider how the ruling will affect our child and our family.

Sincerely,

The Craddock Family

November 9, 2017

To: Siskiyou County Board of Education

Hi. My name is Diane Fanning. My grandson attends Mattole Valley Charter School. He loves it! His father and I do also! I understand things are changing and now we need a new charter school here in Siskiyou County. I am hoping when that happens we can still use the same wonderful programs offered by Mattole right now.

As a former teacher of many years myself I recognize good teachers and the teachers at Mattole are good teachers. They are warm and caring and treat their children like the unique individuals that they truly are.

I really hope you support this new charter so we can carry on next year.

Thanks,

A handwritten signature in cursive script that reads "Diane Fanning". The signature is written in dark ink and includes a long, sweeping horizontal stroke at the end.

Diane Fanning

November 7, 2017:

To: Siskiyou County Board of Education Re: Restructuring of MVCS

My name is Dr. Alan Cooper. I live in Mt. Shasta, California. I have had several children attend and graduate from Mattole Valley Charter School. My two step children are moving here in the spring of 2018 and I am planning to enroll them in Mattole as well.

I have been deeply impressed with the quality and depth of instruction at Mattole. My children are now grown and were more than adequately prepared for higher education and professional careers. They were prepared academically but perhaps even more important in this turbulent world of ours they were prepared emotionally and socially to meet the real life challenges in the modern world. They are creative and innovative in their fields and I can honestly say the education they received at Mattole helped instill the natural self-confidence as well as flexibility and resilience required in an ever changing marketplace.

I sincerely hope you allow the young members of our community to enjoy the benefits and opportunities provided by Mattole by approving the new charter that will replace Mattole Valley Charter School. As parents we have many choices in educating our children in Siskiyou County. I feel these choices all enrich our community and ensure that every child receives the best possible education.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dr. Alan Cooper DC". The signature is written in dark ink on a light background.

Dr. Alan Cooper

Mattole Valley Charter School Mount Shasta
Letter of Support

11/5/17

To Whom It May Concern:

Until my grandson, Nicholas Anderson, was enrolled in Mattole Valley Charter School in Mount Shasta, he was very apathetic about attending school. No matter how good the school was, or how nice his teachers were, he didn't do at all well in the standard public school environment. His daily response when asked, "How was school today?" was always "boring", or worse. No amount of coaxing, intervention, parental help, tutoring or encouragement seemed to be effective in resolving the issues he had with school.

Having recently moved to Mount Shasta, Nicholas is now attending 8th grade at Mattole, and for the first time in many years or perhaps ever, his answer to that daily question is, "Good!" or something even better. For me, that says everything.


Although Nicholas is essentially studying the same curriculum that he would be required to study in any other 8th grade public school in California, the small classroom size, and the individualized, personalized learning approach seems to work much better for him in general. He enjoys being at the school, which reduces the level of stress he used to feel about attending school when there were 30 or more students in every class.

The Independent Study Program that Nicholas is doing this year as part of his curriculum has really allowed him a great deal of creative expression. He is learning more in a small amount of time than I've ever seen him do. Because he's been able to select a topic of interest to him and work with a mentor in his chosen area of interest, he is highly engaged and interested, rather than avoiding and resisting the learning process.

Mattole Valley Charter School staff and teachers are dedicated, responsive, professional, caring and friendly. It's been a pleasure to interact with them and observe them in action.

I certainly hope that Nicholas is able to continue attending through High School.

Sincerely,



Sylvia J. Fry
1512 N. Shasta Ranch Rd
Mount Shasta, CA 96067

To Whom It May Concern

Our son began at MVCS for Kindergarten and is currently in the Third Grade. We would like to express our appreciation for the wonderful program that has been developed at MVCS. The multi-grade environment and creative instruction by MVCS Staff has been especially supportive to him. He is working well above grade level in multiple areas, and the direct interaction with older students and multi-level curriculum has been very helpful for his development. At the same time the ability to also work with younger grades as sometimes a mentor but also as a peer has been equally beneficial and supportive both academically and for personal growth.

We feel that MVCS provides an ideal learning environment for our son's needs and would very much like to continue his education there. We were very disappointed to hear that recent changes have forced the restructuring of similar programs across the state. We hope that these changes will provide the opportunity to reorganize the excellent MVCS program and staff as the Northern United Charter School –Siskiyou as a fully integrated part of the Siskiyou County Education System.

Thank You
Jim and Jen Wood

Nov 11, 2017

Dear Members of the Siskiyou County Board of Education,

As a rural resident of Siskiyou County for over 15 years and a proud parent of my nine year-old son attending Mattole Valley Charter School (MVCS) for the fourth year, I would like to express my full support for the restructuring of MVCS to the locally based Northern United Charter School – Siskiyou.

Our family's relationship with each of the MVCS staff has provided an opportunity for my child to receive an excellent learning experience in a unique learning environment. The loving care and attentiveness from the teachers at MVCS and the creativity provided by the environment of the classrooms have been an immense benefit to my son's education. Small class sizes and personalized learning have contributed to my son's love for school. He really loves his teachers and everything about his school. I have full trust and confidence that my son is receiving a great education through MVCS.

The individualized learning approach has contributed to his overall performance as well. I believe integrating state standards with independent study has allowed my son to progress in the areas he is naturally good at, while receiving Common Core curriculum and standardized testing. He is testing above his grade level in certain areas, like math, and is allowed the creativity to explore and focus on subjects that he expresses interest in.

Our team spirit at MVCS and the level of camaraderie create the kind of friendships that will benefit and serve as an example for any community to observe and use as an alternative model for education.

Thanks to the expertise, dedication, and commitment of the teachers and staff at MVCS, I am proud to give 100% support for the restructuring of Mattole Valley Charter School. I would like to encourage confidence in the Siskiyou Board Of Education that the proposed Northern United Charter School of Siskiyou would maintain an excellent addition to our education system here in Siskiyou County.

Sincerely,

Kam King

November 12, 2017

To Whom it May Concern:

This letter is to support Mattole Valley Charter School continuing in Siskiyou County although I know it will be under a new name next year.

My name is Nathan Sloan. I have two children enrolled in Mattole Valley Charter School and they are doing very well. My son is a VERY active little boy and also very creative. His needs are met at Mattole and I am so grateful to find him happy to be in school as a more traditional setting certainly would not meet his needs.

I also like the fact that he can be in school with his siblings and friends. I think it is really healthy for children of different ages to work together since that is what we experience in normal life.

I also like a more hands on approach to learning that offers different ways to learn what we all need to learn for success in life. A 'one size fits all' approach to schooling never made any sense to me.

Please approve and adopt the charter that will replace Mattole Valley for the residents of Siskiyou County. Here in Siskiyou County we enjoy an extraordinary environment. I see no reason why our children shouldn't enjoy an extraordinary education.

Thank you,

A handwritten signature in cursive script that reads "Nathan C Sloan". The ink is dark and the signature is fluid, with the first name being the most prominent.

Nathan Sloan

Mattole Valley Charter School

510 N. Mt. Shasta Blvd.

Mt. Shasta, CA. 96067

Lisa Nicholas

5815 Truck Village Dr.

Mt. Shasta, CA. 96067

10-20-17

To Whom It May Concern:

I am writing this to express my extreme satisfaction with the results of my children's attendance at Mattole Valley Charter School. I have two boys, the oldest graduated from Mattole in 2014. The youngest is in his senior year at the charter school and is also taking a couple of college classes, an opportunity he may not have had anywhere else.

The operation of the school has been a complete success for my family and myself. I feel my boys have received an excellent education over the years at Mattole, each one individually getting just what they needed. My youngest, for example, wanted to learn to play the violin. One of the teachers there loaned him her violin and another teacher began giving him lessons. He also enjoys learning to cook in the cooking class that is offered. The individual time spent with each student is worth its weight in gold!

I would like to thank Mattole and the teachers and staff for a great experience. I would highly recommend this school to other parents.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Nicholas". The signature is written in dark ink and is positioned above the printed name.

Lisa Nicholas

November 10, 2017

To Whom it May Concern:

My name is Nicole Letscher. I have two children enrolled in Mattole Valley Charter School, and in a year it will be three. I love Mattole and am pleased with the academic, personal and social progress my children have made in this wonderful school.

I understand the structure of the school is changing and this letter is to support the Siskiyou County School District in approving a new charter so that we as parents and our precious children can continue to enjoy an education that is individualized.

I especially love the freedom and flexibility of scheduling that an Independent Study program offers my family. My children are thriving in Mattole and I am grateful the school will continue.

Thank you,

A handwritten signature in cursive script, appearing to read 'Nicole Letscher', written in dark ink.

Nicole Letscher

January 8, 2018

To Whom It May Concern:

My name is Patricia Prosvirnin. I am a parent of 2 Mattole Valley Charter School graduates, classes of '05 and '06.

My sons chose to attend MVCS and I supported their decisions. Teachers that are fondly remembered by both of my sons are Barbara Giacomelli and Kirk Miller. There was also a math specialist in Mt. Shasta that worked with my son, Aaron.

I was very fond of the close working relationship that my sons were able to develop with their teachers. I found the time my sons spent with their teachers was top notch. I found all of my sons' teachers at MVCS to be highly qualified, intuitive, interesting, and good listeners. I was also impressed with the quality of the field trips provided by MVCS. I particularly recall a trip to the Monterey Bay Aquarium. My husband and sons thoroughly enjoyed the experience.

Speaking as a teacher who is in charge of an alternative style classroom, I see and value the need for alternative approaches to education. I am very grateful that my sons had the choice.

My older son, Ivan, is a straight A college student, working his way toward a nursing degree. He enjoys rock climbing and snowboarding. He also did 3 tours in Iraq as an Army Ranger. He is a recipient of the Army Commendation Medal for successfully completing 250 missions. Ivan has travelled the world. He lived and worked in Australia for a year. He has lived and travelled in Southeast Asia, Western and Eastern Europe and has travelled to the St Lucia Islands. Ivan is very skilled at communicating with and understanding different cultures. He has a great compassion for humanity. My younger son, Aaron, is a Sergeant First Class with the United States Special Forces. He is an expert mountaineer and currently is a mountaineer instructor with the 10th SF Group, Ft. Carson, CO. Aaron served 15 months in Iraq with the 4th ID and did 12 months in Afghanistan with the 82nd Airborne. He is also a master chef.

These are 2 of the men that MVCS helped to form.

Sincerely,

Patricia Prosvirnin

23 October 2017

To Whom It May Concern,

I am a parent of three children who attend Mattole Valley Charter School (MVCS). My children have consistently attended MVCS from the beginning of their school careers, although they have switched between learning centers.

My children thoroughly enjoy attending MVCS, and interacting with the amazing staff. As a parent I couldn't be more pleased with how MVCS is operating, it is a great match for our family. I would not consider having my children attend any other school. The staff at MVCS truly meets the needs of each individual child, and deeply cares about their success academically and in life. I enjoy that not only the academic base is taught, but other highly necessary life skills are also taught such as, a cooking class, and basic social skills. I have full confidence that the standards required are being covered, and explained thoroughly to my children. I see the results when I help my children do homework, and how much they are progressing.

My oldest daughter has been struggling with math, and her teacher has been patient, and very supportive of her, she is so grateful as am I for the extra effort put forth to help her succeed.

It is my hope, along with many others that the Siskiyou County Board of Education will embrace the restructuring of MVCS and for the SCOE to become the new authorizing entity for MVCS.

Sincerely,

Rachel Brill

November 13, 2017

To Whom It May Concern,

We have had children enrolled with the Mattole Valley Charter School in Yreka/Mt. Shasta for the past 12 years. Currently we have six of our children enrolled. We chose to school our children this way because we had the desire to be a part of our children's education.

We have been extremely happy with the help we receive from Mattole. We have had excellent teachers who have helped direct us when we need help with teaching methods and with curriculum that fits our needs and follows the state standards. The school has worked very hard to provide us with the teaching tools we need in a timely manner. We have also appreciate how the materials for the children's elective interests have also been supplied. We feel that our family is receiving what we need to gain a quality education.

We still have many years of schooling ahead for us and more students to enroll in the coming years. It is our plan to continue using the new school being created from the Mattole Valley Charter School and the teachers that we have had such great success with.

Sincerely,

Tammy Perry



WENDY JAMES

215 Sheldon Ave Mt Shasta CA 96067

November 15, 2018

Siskiyou County Dept of Education
609 Gold Street
Yreka, CA 96097

To Whom It May Concern:

My daughter, Savanah James Gigliotti has been attending Mattole Valley Charter School for the past two years. I cant speak highly enough of their program, staff and administration. My daughter LOVES going to school, is inspired by her instructors and is thriving in their program.

Our family is so pleased to be able to have Mattole Valley Charter School as Savanah's educational home. She is learning so much...art, music, Spanish, French, cooking, and all her basics. Even though she started in the Fall of 2016 as a Pre-K, she is already working at first grade level and enjoying every minute of it.

Mattole Valley Charter School is an asset to our community and the future of our children.

Our family holds this wonderful school in the highest regard.

Sincerely,



To Whom It May Concern, hello, my name is Vincent Andreozzi and I want to support my school.

Mattole Valley Charter School is in my opinion, the best school there is. I attended the Mt. Shasta branch, and it saved my education. Growing up I never enjoyed school. It was boring; it required effort I did not want to put in. Throughout my public schooling I was bullied and ignored by teachers and students alike, and saw some nasty sides to schooling. Even in other charter schools I didn't quite fit in. All of that changed though once I switched to Mattole in the 7th grade. At Mattole I was greeted by teachers that had something a little off about them, I learned that what that was, it was the fact that they cared for their students. Throughout the entirety of my experience with Mattole I witnessed firsthand what it was like to have educators who only wanted to see you strive for your goals and achieve them. They made learning an enjoyable experience by taking the time with me as an individual, to find what paths I needed to learn the subjects I had, making sure that if the methods of teaching wasn't working for me that we tried other ways until one worked. I never felt like I didn't fit in at Mattole. Mattole's staff is experienced not only in what they teach, but also with making students feel important. The teachers listen to what the student needs, and then delivers. If there were classes or subjects I wanted to learn that weren't initially provided, they would make it happen, as well as provide everything I could ever want or need for my education, even college classes! Mattole encouraged my personal interests as well and made sure anything I needed to feel comfortable was available. They would provide healthy school lunches if I asked, instruments I wanted to learn, art supplies I was interested in, and if there was a program I needed to further my education I was given it. I really cannot stress enough how much the people at Mattole only wanted to see me grow in my education, and as a person. Mattole's staff was also always available if I needed them, no matter what day of the week I could contact my teachers at any reasonable time for help. When I switched to Mattole I wasn't expecting to be in school much longer as I felt I should have dropped out at while I was in other schools, but they completely changed that. In a short amount of time I was back on track in my education, my grades started raise, and with a personalized experience I enjoyed school for the first time. We honestly need more schools like Mattole. We need more teachers like those at Mattole. We need to genuinely care about our students if we ever hope to see them succeed. I encourage the Siskiyou County Board of Education to accept Mattole, because I can testify that without the experience I had, me and others would not have completed our education.

Sincerely, Vincent Vittorio Andreozzi.

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Appendix D:	Budget narrative, projected first year budget, financial projections and cash flow for the first three years of operation

AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Shari Lovett, hereby certify that the information submitted in this petition for a California public countywide benefit charter school to be named Northern United – Siskiyou Charter School (“NU-SCS” or “Charter School”), submitted to the Siskiyou County Board of Education (“SCBE”) and the Siskiyou County Office of Education (“SCOE”) (collectively referred to herein as the “County”) and to be located at several sites throughout Siskiyou County, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School shall follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605.6(d)(1)]
- Northern United Charter Schools declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605.6(b)(6)]
- The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605.6(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605.6(e)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application shall be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605.6(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605.6(e)(2)(B). In the event of a drawing, the County Board of Education shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605.6(e)(2)(C). [Ref. Education Code Section 47605.6(e)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605.6(e)(1)]

- The Charter School shall adhere to all applicable provisions of federal law relating to students with disabilities, including, but not limited to, the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5, California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. [Ref. Education Code Section 47605.6(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605.6(e)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605.6(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605.6(d)(2)]

- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605.6(a)(1) and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Schools Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]


[SIGNATURE LINE]


Date

Countywide Benefit

Governing Law: *A county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county. Education Code Section 47605.6(a)(1)*

Governing Law: *A county board of education may grant a charter for the operation of a school under this part only if it is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Section 47605. Education Code Section 47605.6(b)*

Education Code Section 47605.6 provides that a county board of education may approve a petition for the operation of a charter school that operates at one or more sites within the geographic boundaries of the county and that provides instructional services that are not generally provided by a county office of education. A county board of education may approve such a “countywide benefit charter” only if it finds, in addition to the other requirements of Education Code Section 47605.6, that “the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county.”

The first step of this analysis requires the proposed charter school to demonstrate that the pupil population to be served will benefit from those services. Here, Northern United – Siskiyou Charter School will provide independent study educational services, a type of education undeniably different in kind from classroom-based education and one that clearly brings specific benefits to the pupils who will attend the Charter School and the communities in which the school sites would be located. The educational model is discussed thoroughly in Element 1. Indeed, in the wake of the Third Appellate District court’s decision in *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262 (“*Anderson*”), it is *only* countywide benefit charter schools that can lawfully and adequately provide independent study educational services, as will be seen below.

The second step of the analysis requires the proposed charter school to demonstrate that the pupil population to be served cannot be served as well by a charter school that operates in only one school district in the county. Although this language of Education Code Section 47605.6 has not yet been interpreted at the appellate court level, the analysis of the analogous provisions regarding *statewide* benefit charter schools provided in *California School Bds. Assn. v. State Bd. of Education* (2007) 186 Cal.App.4th 1298 (“*CSBA*”) suggests that the relevant comparison is between, on one hand, the benefit to be provided by a countywide benefit charter school and, on the other, the collective benefit of a hypothetical *series* of charter schools authorized by each district in which the countywide benefit charter school proposes to operate.

This comparison clearly underscores the additional benefit of a countywide benefit charter

school when, as here, Northern United – Siskiyou Charter School proposes to provide independent study educational services. Education Code Section 51747.3(b)(1) allows an independent study charter school to enroll and receive state funding for students who reside within the county in which the charter school is authorized and in adjacent counties. Education Code Sections 47605(d)(1) and 47605(d)(2)(A) require a charter school to enroll all students who wish to attend and prevent charter schools from discriminating on the basis of place of residency in-county and in adjacent counties. Education Code Section 51746 expressly states that charter schools providing independent study education “*shall* provide appropriate existing services and resources to enable pupils to complete their independent study,” such as “[a] designated learning center or study area staffed by appropriately trained personnel”—in other words, a physical facility or resource center.

Taken together, these sections of the Education Code provide that independent study charter schools can serve pupils residing throughout the county in which the school is authorized and adjacent counties, cannot discriminate on the basis of residency within those counties, and in serving such students, not merely can but *must* provide appropriate supporting resources, such as resource centers.

Yet under the *Anderson* decision, district-authorized charter schools can no longer fulfill this mandate. Specifically, the *Anderson* court concluded that all charter schools (including independent study charter schools) “shall be located and operate entirely within the boundaries of the authorizing school district, whether at one or multiple locations” pursuant to Education Code Section 47605(a)(1) (*Id.* at 276). It also stated that the only exception to this supposed “general requirement” is the power granted by Education Code Section 47605.1(c) for an independent study charter school to establish resource centers in an *adjacent* county (*Id.* at 277).

Therefore, after the *Anderson* decision, locally-approved charter schools providing independent study are in a legally impossible position. On one hand, Education Code Sections 47605(d)(1), 47605(d)(2)(A), 51747.3(b) and 51746 obligate independent study charter schools to accept, serve and adequately support a particular class of students. On the other hand, the *Anderson* court’s interpretation of Education Code Section 47605(a)(1) forbids the acts essential to providing the service. The independent study charter schools *must* accept all in-county resident pupils who wish to attend the school’s independent study program and *must* provide “appropriate” resources (including facilities for meeting with teachers) for students, yet these schools are limited to establishing resource centers either in the authorizing district or in an *adjacent* county only, and are barred from establishing resource centers out-of-district yet in county, even though for many students such a resource center would be the only supporting resource for hundreds of miles.

Consequently, as a result of the *Anderson* decision, only a countywide benefit charter school can fulfill the mandate imposed on independent study charter schools by the Education Code Sections listed above to accept, serve, and appropriately support all applicants within the school’s home county and adjacent county. District-authorized cannot fulfill this mandate, since they cannot establish facilities within the potentially vast region outside of their authorizing districts yet within their home county; nevertheless, they must admit students residing within the county and properly serve them.

Even a *series* of district-authorized charter schools could not fulfill this mandate. If an applicant could successfully submit charter petitions to every district in which it sought to establish a resource center as part of the countywide benefit petition, each and every such charter school would be noncompliant with the mandates imposed on independent study charter schools. For although (as noted by the *CSBA* court) there is nothing preventing a particular charter school operator from submitting charter petitions to multiple school districts, it is also true that each school individually considered must fully comply with the requirements of the Charter Schools Act (“CSA”). There is no “entity” or “network” exemption from the requirements of the CSA; the fifth district-authorized charter school opened by a particular operator must fully comply with the requirements of the CSA to the same extent as the first charter school opened by that operator.

Accordingly, an independent study charter school authorized by (for example) Yreka Union School District cannot lawfully turn away students residing in Mt. Shasta (or accept but then fail to provide adequate supporting services for such students) simply by virtue of the fact that the same charter school operating entity also operates a charter school authorized by Mt. Shasta Union School District. Rather, *both* such schools individually considered would need to fully comply with Education Code Sections 47605(d)(1), 47605(d)(2)(A), 51747.3(b), and 51746. Yet under the *Anderson* decision, *neither* could so comply. Only a countywide benefit charter school could adequately fulfill this mandate while also complying with the requirements of the *Anderson* decision.

In other words, locally-approved charter schools providing independent study are now, post-*Anderson*, in a legally impossible position. Only a duly-authorized countywide benefit charter school can fill this gap and satisfy this need, a fact specifically acknowledged by the *Anderson* court. In dismissing respondents’ argument that any interpretation of law that allows for the resource centers of district-authorized charter schools to be located only within the authorizer’s boundaries or adjacent counties (but nowhere else in-county) would be an absurd interpretation, the *Anderson* court stated:

We do not find the accurate interpretation of this statute to be so absurd as to permit us to rewrite it. Assembly Bill No. 1994 added a provision to permit a county board of education to authorize a countywide charter school “that operates at one or more sites within the geographic boundaries of the county and that provides instructional services that are not generally provided by a county office of education.” A countywide charter school can only be approved after a finding “that the educational services to be provided by the charter school will offer services to a pupil population ... that cannot be served as well by a charter school that operates in only one school district in the county.” (Ibid.) The Legislature could have reasonably believed that section 47605.6 was sufficient to address the issue of locating resource centers outside the boundaries of the authorizing school district and within the same county; charter schools that wished to operate at multiple sites throughout the county could apply for a county charter. Operating a resource center within the county but outside the boundaries of the authorizing school district, without a county charter, in effect creates a countywide charter school without the necessary finding for its establishment.

(Anderson at 279.)

Introduction

Mattole Valley Charter School (“MVCS”) first opened its doors on September 17, 1998, and has maintained an enrollment of 750 students. MVCS serves students in four contiguous counties in northern California: Humboldt, Trinity, Mendocino and Siskiyou. Many of the MVCS students live in rural and lower income areas where a ride to school could mean a two and a half hour bus ride each way. As a result of the long distances to schools and isolation, home schooling has been a way of life for many families in this area. Without the alternative offered by MVCS, many of these students would be educated outside the realm of public school without support or accountability for student achievement.

Mattole Valley Charter School developed as a result of parent, student and teacher effort to increase educational options for parents and their children (parent choice) by providing a combination of parent involved independent study and learning center based instruction with a credentialed teacher overseeing the individual educational plan. MVCS was based on a well-developed educational program that provided for individually designed curricula, which included: home-based independent study, learning center programs and classes, apprenticeships, community-based educational programs, distance learning utilizing current technology, and supplemental projects.

MVCS has grown to operate 14 learning/resource centers across four counties, where students can meet with their teachers. However, in compliance with the Court of Appeal’s decision in *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262, NU-SCS now submits this new charter petition to Siskiyou County, to operate a new countywide benefit charter school with six (6) learning/resource centers in Siskiyou County.

Element 1. EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law: *The educational program of the charter school, designed, among other things, to identify those pupils whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605.6(b)(5)(A)(i)*

Governing Law: *The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605.6(b)(5)(A)(ii)*

Governing Law: *If the proposed charter school will enroll high school pupils, the manner in which the charter school will inform parents regarding the transferability of courses to other public high schools. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered to be transferable to other public high schools. Education Code Section 47605.6(b)(5)(A)(iii)*

Governing Law: *If the proposed charter school will enroll high school pupils, information as to the manner in which the charter school will inform parents as to whether each individual course offered by the charter school meets college entrance requirements. Courses approved by the University of California or the California State University as satisfying their prerequisites for admission may be considered as meeting college entrance requirements for purposes of this clause. Education Code Section 47605.6(b)(5)(A)(iv)*

Northern United – Siskiyou Charter School: Core Beliefs, Vision and Mission

The Core Beliefs

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.

The Vision

Northern United – Siskiyou Charter School, a school wherein every student is future-ready:

- Ready for personal success.
- Ready for college.
- Ready for the global workplace.

The Mission

Northern United – Siskiyou Charter School, in partnership with parents and community, will engage all students in a comprehensive education, preparing them to be confident, competent and proactive citizens in a diverse society.

Strategic Goals of the Mission:

Goal 1

Northern United – Siskiyou Charter School will design dynamic learning experiences to ensure that all students are future-ready learners.

Goal 2

Northern United – Siskiyou Charter School will recruit, develop, retain and recognize an exceptional, highly motivated staff to optimize student engagement, and learning.

Goal 3

Northern United – Siskiyou Charter School will communicate in a timely, open manner and engage parents and community members in positive partnership opportunities in our schools.

Goal 4

Northern United – Siskiyou Charter School will provide resources and support systems that enhance a positive learning environment and foster student and community pride.

Target Student Population

Northern United – Siskiyou Charter School anticipates that the students who enroll in NU-SCS will reside in Siskiyou County. Currently, approximately 160 students are enrolled in grades TK-12 in MVCS's Siskiyou Learning Centers with a capacity of 300, and similar enrollment is projected for NU-SCS. NU-SCS provides a solution for the following student populations:

- Students with scheduling conflicts,
- Students who have been attending a personalized learning program,
- Students desiring a personalized learning approach to state standards including developing projects to meet their educational goals,
- Home-schooled students who want the support and accountability of a standards-based public school,
- Students who are looking for a hybrid program to include home-based learning, onsite classes, curriculum delivered by online platforms, and/or college classes,
- Students who are struggling academically in the traditional classroom, or other alternative setting or who desire an alternative education placement,
- Students of all ability levels,
- Students who want to combine career and technical training with their core academic subjects.

How Learning Best Occurs

Northern United – Siskiyou Charter School believes that student learning best occurs when:

- *Caregivers are actively engaged in the educational process.*
- *Students are engaged and supported in accessing their individualized education.*
- *Students feel welcome, safe and accepted at their school.*
- *Learning is an active process.*

- *Learning is actively applied.*
- *Learning is concrete and relevant.*
- *There is continuous assessment of students' progress in acquiring the standards.*
- *Appropriate remediation and intervention is implemented.*
- *Instruction is tailored to the student's learning style and presented in a multi-sensory format.*
- *Research-based instructional practices are utilized.*
- *"Context based" learning is emphasized through enrichment opportunities such as field trips, apprenticeships, cooperative classes, appropriate uses of technology, etc.*
- *The entire community serves as the school campus.*

An Educated Person in the 21st Century

Northern United – Siskiyou Charter School believes that an educated person in the 21st century practices:

Critical thinking	Interrogative questioning	Perseverance	Written communication	Interacting with information technology
Problem solving	Creativity	Self-direction	Listening	Visioning
Reasoning	Artistry	Planning	Roles of leadership	Data interpretation
Analysis	Application of curiosity	Self-discipline	Teamwork	Resource conservation
Interpretation	Application of imagination	Adaptability	Collaboration	Civil, ethical and social justice practices
Synthesizing information	Innovation	Initiative	Cooperation	Economic and financial literacy
Research	Personal expression	Oral communication	Using virtual means of communication	Global awareness

Northern United – Siskiyou Charter School identifies an educated person in the twenty-first century to mean a person who is literate, can understand and function sufficiently in the world around him or her, has an overview of the history of mankind in all its diversity, has an understanding of political processes, has an ability to solve mathematical problems and to think scientifically, and has the values necessary to enhance the world in which he or she lives. This person is one who has realized his or her own special talents, whether it be in the arts, sciences, or other areas. It is the goal of this Charter School to help a student become an educated individual, one who possesses a self-motivated ability to learn, a diverse yet well-developed set of interests, and the desire to master academic skills to the best of his or her ability.

It is the goal of the Charter School to enable students to become self-motivated, competent, lifelong learners.

Educational Program

Northern United – Siskiyou Charter School shall serve students in grades TK - 12.

Northern United – Siskiyou Charter School students shall be educated through personalized learning programs. Within that context, students may participate in cooperative classes, learning centers, supplemental learning projects, distance learning via current technology and community based education.

Parents who enroll their children in the Charter School are co-facilitators of their child's education. The parents can become the primary facilitators in their children's learning program if they choose. The Charter School shall work with its students and parent facilitators by providing them with educational resources, an assigned independent study teacher, and access to a team of educational staff.

All teachers shall hold a Commission on Teacher Credentialing Certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold, and shall be selected by the Charter School Administration and approved by the Board of Directors.

Parents/guardians and their children may collaborate with their teachers to determine their educational goals and objectives, create their individualized curriculum, and determine their individual methods of teaching and learning. The program parents select determine the degree to which the teacher is involved. This involvement may vary from an advisory and assessment capacity to one of complete administration of the student learning process. Professional learning and parent education shall be available and encouraged.

Curriculum and Instructional Methodology

Northern United – Siskiyou Charter School follows the curriculum adoption cycles dictated by the State of California and utilizes state of the art, research and standards based core and supplemental curriculum TK through 12th grade. Instructional practices that are upgraded continuously for the purposes of student engagement, access to academics, successful

intervention, student success, and application to the greater context are utilized by all staff. The curriculum and instructional methodology may shift given the educational program chosen.

Home based: Home based independent study families have access to curriculum that would best serve the student in his/her academic program. A credentialed teacher is assigned to each family and serves along the continuum of academic advisor to teacher. The instructional methodologies used by the caregiver(s) and/or teacher depend on the setting and the needs of the student(s).

Learning Center based: Students who attend a learning center have access to curriculum that would best serve the student in his/her academic program. A credentialed teacher is assigned to a learning center facility and meets the needs of the students several days a week at the learning center. The instructional strategies utilized vary given the grade and the needs of the students.

Hybrid: Students who desire a hybrid home-based and learning center program have access to curriculum that would best serve the student in his/her academic program. A credentialed teacher is assigned to a facility and meets the needs of that student while at the learning center and guides the instruction for the time the student is learning at home. The instructional strategies utilized vary given the grade and the needs of the students.

Virtual: Students who desire a virtual setting for their education may access that through a home-based setting or at a learning center. A credentialed teacher is assigned to a learning center facility and meets the needs of that student while at the learning center and guides them at home. The instructional strategies utilized vary given the grade and the needs of the students.

MTSS: A Multi-tiered System of Support for both Academics and Behavior is utilized by all teachers. The Academic RTI is supported through the use of a clear Student Study Team (“SST”) process, data collection and research based curriculum for intervention in all educational programs. The Behavior RTI is supported through the on-boarding of the precepts of the Positive Behavior Interventions and Supports (“PBIS”) methodology. All personnel who work directly with students are trained and receive refresher trainings on PBIS to ensure the development of clear behavioral expectations and routines for staff and students

Assessment: Baseline, formative and summative assessments will be administered in many forms in all subject areas for all grade levels throughout the school year. Formative assessments will be administered each school year to analyze growth and/or the need for intervention in mathematics and English/language arts as a continuous cycle of inquiry.

A common baseline assessment will also be administered for the purpose of placing students in the appropriate math course starting in the 9th grade.

All 3rd through 11th graders will participate in any/all state mandated assessments unless the caregiver exercises their right to opt the student out of testing. All teachers will be trained and supported in the administration of state mandated assessments.

College/Career Support: Northern United – Siskiyou Charter School is an Advancement Via Individual Determination (“AVID”) school. AVID brings research-based strategies and

curriculum to educational institutions in elementary, secondary, and higher education. The AVID system provides training and methodologies that educators use to develop students' critical thinking, literacy, and math skills across all content areas throughout the entire school, in what we call schoolwide AVID.

In addition, the secondary aged students have access to a common college and career readiness electronic platform through which to assess their interests and strengths, plan their academics and store information relative to college applications. Each student is assisted by a trained adult to access all that is offered within the program.

All 12th graders are offered personal assistance with college and the FAFSA applications as well as financial aid counseling.

Social/Emotional: All teachers have direct access to a school counselor and a school psychologist with whom they can discuss situations that may arise with a student. All TK-6 teachers are trained in the use of a common research-based social/emotional curriculum. This serves as a basis for school culture and restorative justice practices. All teachers use the precepts of PBIS to maintain an environment of safety, respect and responsibility.

Academic Calendar and Instructional Minutes

The Charter School shall offer, at a minimum, the number of annual instructional minutes required by Education Code Section 47612.5(a)(1). A draft academic calendar for the 2018-19 school year is attached as Appendix A.

High School Program

The Charter School will inform parents of the transferability of courses to other public high schools, and the eligibility of courses to meet college entrance requirements, in its student handbook, which will be published annually.

Northern United – Siskiyou Charter School will provide secondary students with access to a comprehensive secondary educational program commensurate with the University of California's college preparatory requirements. In addition, secondary students have access to co-enrollment and concurrent enrollment opportunities at post-secondary institutions of higher education.

All secondary teachers have ongoing training in state standards-based instruction and best practices of instructional strategies. An experienced secondary school counselor supports students, parents and teachers with college and career readiness information.

Serving Special Student Populations

Academically Low-Achieving Students

Through assessment and observation, a student who shows low-achievement in Mathematics or English Language Arts will be supported through a Student Study Team (“SST”) process. The SST process will allow time for the teacher to implement academic intervention supports within the general education setting and to collect data to determine next steps within a cycle of assessment.

Academically High-Achieving Students

Through assessment and observation, a student who shows high-achievement in academics will be served through the many options available to them through the Charter School and the community. Access to broad-based challenging project-based learning and outside interests such as the arts, music, and technology will be made available. Academically high-achieving students may also be enriched through accelerated instruction within their personalized learning plan.

English Learners

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system

based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- **Summative Assessment (“SA”)**

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct

responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.

- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Strategies for English Learner Instruction and Intervention

Northern United – Siskiyou Charter School will ensure that all teachers hold the appropriate certificate to work with students who have English as a second language. Teachers will also be trained in the use of the methodologies of instruction that best serve these students, including SDAIE strategies. Below is a non-exhaustive list of such strategies.

- **Metacognitive Development:** Providing students with skills and vocabulary to talk about their learning. **Examples:** Self assessments, note taking and studying techniques, and vocabulary assignments.
- **Bridging:** Establishing a link between the student's prior knowledge and the material. **Examples:** Think-pair-share, quick-writes, and anticipatory charts.
- **Schema-Building:** Helping students see the relationships between various concepts. **Examples:** Compare and contrast, jigsaw learning, peer teaching, and projects.
- **Contextualization:** Familiarizing unknown concepts through direct experience. **Examples:** Demonstrations, media, manipulatives, repetition, and local opportunities.
- **Text Representation:** Inviting students to extend understandings of text and apply them in a new way. **Examples:** Student created drawings, videos, and games.
- **Modeling:** Speaking slowly and clearly, modeling the language you want students to use, and providing samples of student work.

Monitoring and Evaluation of Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.

- Monitoring availability of adequate resources.

Special Education Services

Overview

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities Education Improvement Act (“IDEA”).

The Charter School shall be its own local educational agency (“LEA”) and shall apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The Charter School shall be a member in the Siskiyou County SELPA.

In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School shall provide notice to the County, the SELPA, and the California Department of Education before June 30th of the year before services are to commence.

Upon acceptance in a SELPA, the Charter School shall provide the County evidence of membership. The Charter School’s application and acceptance as an independent LEA member of a SELPA shall not be considered a material revision to this charter. As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA’s allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

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

School.

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

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

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

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

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

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The

site administrator shall ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan shall be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

The following description regarding how special education and related services shall be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the County.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all County or SELPA inquiries, to comply with reasonable County or SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in County or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for

responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the School Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of

the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the table titled "Charter School Goals, Actions and Measurable Outcomes that Align with the Eight State Priorities" in Element 2 of the charter for a reasonably comprehensive description of the Charter School's annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605.6(b)(5)(A)(ii).

Element 2. MEASURABLE PUPIL OUTCOMES and Element 3. METHODS OF ASSESSMENT

Governing Law: *The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605.6(b)(5)(B)*

Governing Law: *The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605.6(b)(5)(C)*

The Charter School affirms that to the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

STATE PRIORITY #1 - TEACHERS, INSTRUCTIONAL MATERIALS, AND FACILITIES			
The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d)).			
Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
All core teachers will hold a valid California Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document, and will be appropriately assigned.	Required credentials and DOJ clearance will be verified by administration prior to the first day of employment for all employees.	100% core teachers will hold a valid California Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document, and will be appropriately assigned.	Documentation of required assessments, coursework and credentials (per CTC) on file
All students, including numerically significant student subgroups, unduplicated students, and students with exceptional needs will have sufficient access to standards-aligned instructional materials.	Utilize curricula material that is research-based and standards-aligned in all grades. Allocate school budget to purchase needed curriculum materials.	100% of students, including numerically significant student subgroups, unduplicated students, and students with exceptional needs will have sufficient access to standards-aligned instructional materials.	List of curricula purchased with each adoption cycle School Budget Completed purchase orders School-maintained list of textbooks and supplemental materials

Offer facilities for independent study students to meet with their teachers for small group instruction and maintain facilities in good condition.	<p>Lease, maintain, clean facilities as needed.</p> <p>Annually evaluate facilities using Facility Inspection Tool.</p>	95% of facilities will qualify as "Good" using the FIT.	Facility Inspection Tool (FIT), daily spot checks, and regular walk throughs
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STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS

Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency.

Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
Achieve full implementation and sustainability of the Common Core State Standards (CCSS), for all students, including all student subgroups, unduplicated students and students with exceptional needs.	<p>Utilize CCSS aligned instructional materials or all students, including all student subgroups, unduplicated students and students with exceptional needs.</p> <p>Provide ongoing professional development for teachers in all core academic areas, including CCSS and best instructional practices to support the needs of all students.</p>	100% implementation and sustainability of the Common Core State Standards (CCSS), for all students, including all student subgroups, unduplicated students and students with exceptional needs.	<p>CAASPP/SBAC result</p> <p>ELPAC results</p> <p>Progress monitoring</p> <p>Professional development agendas</p> <p>Learning records</p> <p>Teacher evaluations</p>

STATE PRIORITY #3— PARENT INVOLVEMENT AND PARTICIPATION

Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
Increase parent/community involvement for the purpose of enhancing student learning.	<p>Offer a variety of school events throughout the year.</p> <p>Encourage parent participation on committees.</p> <p>Publicize LCAP meetings and parent satisfaction surveys.</p> <p>Update website with current opportunities for parent input.</p>	5% increase of parent/community involvement for the purpose of enhancing student learning.	<p>Documentation of parent volunteer activity and attendance at school events</p> <p>Agendas and sign-in sheets of school related meetings</p> <p>Results of parent satisfaction and LCAP surveys</p> <p>Parent feedback during board meetings and advisory council</p>

Consult with parents on LCAP goals, actions, outcomes, and metrics.	Conduct parent meetings and surveys to gather input from parents.	Increase of 5% participation by parents on LCAP goals, actions, outcomes, and metrics.	Annual LCAP Parent meeting agendas and sign-in sheets Results of parent LCAP survey
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STATE PRIORITY #4— STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

1. California Assessment of Student Performance and Progress (CAASPP) statewide assessment
2. California School Dashboard
3. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
4. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)
5. EL reclassification rate
6. Percentage of pupils who have passed an AP exam with a score of 3 or higher
7. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
Improve student performance outcomes on all CAASPP assessments.	Implement universally designed and inclusive curriculum aligned with State Standards. Utilize MTSS strategies to support student learning. Use Interim Assessments as a formative assessment. Use Practice and Training assessments as teaching strategies. Use assessment results to inform future instruction.	Improve student performance outcomes on all CAASPP assessments by 2% in Mathematics and English Language Arts.	Interim and Summative CAASPP results
Progress in all seven State Indicators of the CA School Dashboard.	Gather and analyze data related to each of the seven State Indicators.	Positive “change” in 100% seven State Indicators of the CA School Dashboard.	CA School Dashboard results
Increase the number of students meeting the “Approaching Prepared” and “Prepared” levels of postsecondary preparedness of the college/career indicator on the CA School Dashboard.	Offer a broad range of academic opportunities including AP, A-G and dual-enrollment. Inform students of college entrance requirements. Guide students in use of an all-inclusive online	Increase the number of students meeting the “Approaching Prepared” and “Prepared” levels of postsecondary preparedness of the college/career indicator on the CA School Dashboard by 2%.	A-G completion rates AP results EAP results College entrance assessments

	<p>academic planner platform that aids them in identifying and pursuing their college & career paths.</p> <p>Partner with College of the Siskiyous to connect students with Upward Bound, dual-enrollment courses and career/technical pathways.</p> <p>Offer an AVID Elective course which directly supports college and career readiness.</p> <p>Offer AVID training for all staff.</p>		<p>Dual-enrollment statistics</p> <p>Number of staff who are AVID trained</p> <p>Number of academic planner accounts</p> <p>Number of students enrolled in a CTE pathway</p> <p>CAASPP results</p>
EL students will make yearly progress toward English Language Proficiency.	<p>Provide qualified and experienced teachers with appropriate EL authorization.</p> <p>Use academic MTSS to support EL students.</p> <p>Employ an EL Coordinator to oversee program.</p>	100% EL students will make yearly progress toward English Language Proficiency.	<p>ELPAC results</p> <p>CELDT results</p> <p>Reclassification rate</p> <p>CAASPP results</p> <p>Reading and Math local formative assessment data</p>
EL students will make yearly progress toward reclassification.	<p>Provide qualified and experienced teachers with appropriate EL authorization.</p> <p>Use academic MTSS to support EL students.</p>	1% of EL population will be reclassified as FEP.	<p>ELPAC results</p> <p>CELDT results</p> <p>Reclassification rate</p> <p>CAASPP results</p> <p>Reading and Math local formative assessment data</p>
Increase the number of students who take an AP course and who pass an AP exam with a score of 3 or higher and/or increase the number of students who participate in dual-enrollment courses.	<p>Offer AP courses</p> <p>Offer dual-enrollment opportunities</p>	Increase the number of students who take an AP courses and who pass an AP exam with a score of 3 or higher by 1 and/or increase the number of students who participate in dual-enrollment courses by 2%.	<p>AP exam results</p> <p>Dual-enrollment statistics</p>
Increase participation in college entrance assessments and demonstrate academic	<p>Create a college going culture</p> <p>Offer academic,</p>	Increase participation in college entrance assessments and demonstrate academic	<p>EAP results</p> <p>PSAT results</p>

preparedness for college.	<p>college/career and social/emotional counseling primarily directed to unduplicated youth</p> <p>Broaden the school AVID program for college and career readiness opportunities for all students, primarily directed to unduplicated youth</p> <p>Provide professional development in 21st century skills, CTE, technology and STEM/STEAM</p> <p>Offer dual-enrollment</p> <p>Provide CTE, college prep, honors and AP courses</p>	preparedness for college by 2%.	SAT results
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STATE PRIORITY #5— STUDENT ENGAGEMENT

Pupil engagement, as measured by all of the following, as applicable:

1. School attendance rates
2. Chronic absenteeism rates
3. Middle school dropout rates (EC §52052.1(a)(3))
4. High school dropout rates
5. High school graduation rates

Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
Increase attendance rates.	<p>Monitor student attendance and communicate with parents/guardians as needed.</p> <p>Mail truancy notices and follow SARB procedures as needed.</p> <p>Implement PBIS to support all students, primarily unduplicated.</p> <p>Hold Student Study Teams to meet the needs of students.</p>	Increase attendance rates by 1%.	<p>ADA reports</p> <p>Attendance rate</p> <p>Truancy rate</p>
Reduce chronic absenteeism rate.	Monitor student attendance and communicate with parents/guardian as needed.	Reduce chronic absenteeism rate by 2%.	Chronic absenteeism rate

	<p>Hold Student Study Teams to meet the needs of students.</p> <p>Mail truancy notices and follow SARB procedures as needed.</p>		
Decrease middle school dropout rate.	<p>Implement PBIS to support all students, primarily unduplicated.</p> <p>Utilize services of the School Counselor.</p> <p>Utilize community wrap around services.</p> <p>Hold Student Study Teams to meet the needs of students.</p>	Decrease middle school dropout rate by 1 pupil.	Middle school dropout rate
Decrease high school dropout rate.	<p>Expand and continue implementation of PBIS to support all students, primarily unduplicated.</p> <p>Hold Student Study Teams to meet the needs of students.</p> <p>Utilize services of the School Counselor.</p> <p>Utilize community wrap around services.</p>	Decrease high school dropout rate by 2%.	High school dropout rate
Increase high school graduation rate.	<p>Expand and continue implementation of PBIS to support all students, primarily unduplicated.</p> <p>Utilize academic planning services of the School Counselor.</p> <p>Utilize community wrap around services.</p> <p>Utilize digital interest inventories and academic planner.</p>	Increase high school graduation rate by 2%	High school graduation rate

STATE PRIORITY #6— SCHOOL CLIMATE

School climate, as measured by all of the following, as applicable:

1. Pupil suspension rates
2. Pupil expulsion rates
3. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
Maintain a low-suspension rate.	Monitor student suspensions. Communicate with parents/guardian. Implement school-wide PBIS. Identify and refer students who are struggling emotionally for counseling. Coordinate continuation of services with any involved outside agencies.	Decrease suspension rate by 1%.	Student suspension rate Counseling referrals related to suspendable actions Written reports and communication with outside agencies
Maintain a low expulsion rate.	Communicate with parents/guardian. Implement school-wide PBIS. Identify and refer students who are struggling emotionally for counseling. Coordinate continuation of services with any involved outside agencies.	Maintain an expulsion rate of 0%.	Student expulsion rate. Counseling referrals related to expellable actions Written reports and communication with outside agencies
Students, teachers and parents report a sense of safety and school connectedness.	Implement school-wide PBIS. Provide ongoing professional development for staff in the principles of PBIS. Encourage parental involvement in school activities. Anti-bullying training and safe online behavior training.	95% of students, teachers and parents report a sense of safety and school connectedness.	Satisfaction surveys Sign-in sheets at school activities Professional development agendas

STATE PRIORITY #7— COURSE ACCESS

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

"Broad course of study" includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
All students, including all subgroups, will receive instruction in Language Arts, Math, Social Sciences/History, Science, Physical Education, CTE, Visual and Performing Arts, Applied Arts, Foreign Language(s), and Health, as grade level applicable.	<p>Employ highly qualified content area specialists.</p> <p>Implement an academic RTI Tier 2 targeted instruction program to support students in core academic areas, primarily focusing on unduplicated youth not excelling in Common Core State Standards.</p> <p>Provide internet and laptops to all students who need it.</p> <p>Implementation of PBIS to support all students.</p> <p>Offer dual-enrollment opportunities.</p> <p>Provide professional development in areas of needed growth.</p>	100% of students, including all subgroups, will receive instruction in Language Arts, Math, Social Sciences/History, Science, Physical Education, CTE, Visual and Performing Arts, Applied Arts, Foreign Language(s), and Health, as grade level applicable.	<p>Master Agreement course enrollment</p> <p>Review of the course list</p> <p>Review of learning records</p> <p>Professional development agendas</p> <p>Dual-enrollment data</p>

STATE PRIORITY #8- OTHER STUDENT OUTCOMES

Pupil outcomes in the academic areas required by E.C. §51210 and E.C. §51220(a)-(i) including physical education and the arts.

Annual Goal	School Action	Measurable Pupil Outcomes	Method of Assessment
Improve student outcomes in all subject areas including Language Arts, Math, Social Sciences/History, Science, Physical Education, Visual and Performing Arts, Foreign Language(s), Applied Arts, CTE and Health, as grade level applicable.	<p>Student performance will be frequently assessed across all subject areas using a variety of measures, including baseline, formative and summative.</p> <p>Local assessments will guide instructional emphases and identify areas of needed instructional support.</p> <p>Comparisons will be made to show how NU- SCS students are performing relative to other students in the county and state.</p>	Improve student outcomes by 2% in all subject areas including Language Arts, Math, Social Sciences/History, Science, Physical Education, Visual and Performing Arts, Foreign Language(s), Applied Arts, CTE and Health, as grade level applicable.	<p>CAASPP SBAC Interim and Summative assessments data</p> <p>Local baseline/placement diagnostic assessments in ELA and Math</p> <p>CAST results</p> <p>CA Physical Fitness assessment results</p>
Student outcomes will be measured using multiple means with the aim of measuring student performance often, accurately and equitably across all student subgroups.	Teachers will use multiple means of student performance assessment including, but not limited to, in-class tests, observation, student portfolios, and student performances, presentations, and writing, as well as diagnostic assessments for the purposes of placement.	100% of student outcomes will be measured using multiple means with the aim of measuring student performance often, accurately and equitably across all student subgroups.	<p>CAASPP SBAC Interim and Summative assessments data</p> <p>Local baseline/placement diagnostic assessments in ELA and Math</p> <p>CAST results</p> <p>CA Physical Fitness assessment results</p>

Element 4. FACILITIES

Governing Law: *The location of each charter school facility that the petitioner proposes to operate. Education Code Section 47605.6(b)(5)(D)*

NU-SCS shall operate six (6) learning/resource centers in Siskiyou County where students can meet with their teachers. The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code.

NU-SCS' learning/resource centers shall be located at the following locations:

- Diamond View Learning Center-423 S. Broadway, Yreka, CA
- Diamond View High Building- 505 S. Broadway, Yreka, CA
- Mount Shasta Learning Center- 510 N. Mt. Shasta Blvd., Mt. Shasta, CA
- Mount Shasta Learning Center - Pine Grove - 1124 Pine Grove Dr., Mt. Shasta, CA
- Shepard House- 5701 Castle Ave, #1, Dunsmuir, CA
- Bigfoot Learning Center - 2219 Georgia Flat Rd., Happy Camp, CA

Element 5. GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605.6(b)(5)(E)

Non-Profit Public Benefit Corporation

The Charter School will be a directly funded independent charter school and will be operated by Northern United Charter Schools, a California non-profit public benefit corporation, pursuant to California law upon approval of this charter.

The Charter School will operate autonomously from the County, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the County and the Charter School. Pursuant to Education Code Section 47604(c), the County shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the County has complied with all oversight responsibilities required by law.

Attached, as Appendix B, please find the Northern United Charter Schools Articles of Incorporation, Bylaws, and Conflict of Interest Code.

Board of Directors

The Charter School will be governed by a corporate Board of Directors ("Board" or "Board of Directors") in accordance with its adopted bylaws, which shall be consistent with the terms of this charter.

The Board shall have no fewer than five (5) and no more than seven (7) directors. All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation's annual meeting of the Board of Directors.

Each director shall hold office unless otherwise removed from office in accordance with the Bylaws for three (3) years and until a successor director has been appointed or elected as required by the position as described below.

The Board will seek to have two (2) representatives from NU-Siskiyou Charter School and two (2) representatives from NU-Humboldt Charter School, who shall be community members and/or family members of a student attending these schools. Board members may have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, or public relations. The School Director shall not serve on the Board and shall not vote in Board elections.

In accordance with Education Code Section 47604(b), the County may appoint a representative to sit on the Board of Directors. If the County chooses to do so, the Charter School may appoint

another member to ensure that the Board is maintained with an odd number of directors.

Board Meetings and Duties

The Board of Directors of the Charter School will meet regularly, at least once a month (except during the summer) and in accordance with the Brown Act. The Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismiss the School Director of the Charter School;
- Approve all contractual agreements;
- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Involve parents and the community in school related programs;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;
- Approve the school calendar and schedule of Board meetings;
- Review requests for out of state or overnight field trips;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the County for consideration;
- Approve annual independent fiscal audit;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Charter School shall comply with the Brown Act.

Northern United Charter Schools has adopted a Conflict of Interest Code that complies with the Political Reform Act and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within Appendix B. As required, the Conflict of Interest Code will be submitted to the County Board of Supervisors for approval.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include, at minimum, conflicts of interest and the Brown Act.

The School Director

The School Director will be the leader of the Charter School. The School Director will ensure that the curriculum is implemented in order to maximize student-learning experiences. The School Director must report directly to the Charter School Board of Directors, and s/he is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The School Director shall perform assigned tasks as directed by the Charter School Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission;
- Supervise and evaluate teachers and staff;
- Hire, promote, discipline, and dismiss all employees of the Charter School;
- Communicate and report to the Charter School Board of Directors;
- Oversee school finances to ensure financial stability;
- Participate in and develop professional development workshops as needed;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal;
- Ensure compliance with all applicable state and federal laws and help secure local grants;
- Communicate with parents, recruit new families and students, and assure families of academic growth;
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the County;

- Identify the staffing needs of the Charter School and offer staff development as needed;
- Maintain up-to-date financial records;
- Ensure that appropriate evaluation techniques are used for both students and staff;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Hire qualified substitute teachers as needed;
- Ensure the security of the school buildings;
- Promote the Charter School in the community and promote positive public relations and interact effectively with media;
- Encourage and support teacher professional development;
- Attend County administrative meetings as requested by the County and stay in direct contact with the County regarding changes, progress, etc.;
- Attend meetings with the Chief Financial Officer of the County on fiscal oversight issues as requested by the County;
- Provide all necessary financial reports as required for proper attendance reporting;
- Develop the school annual performance report, the SARC, and the LCAP;
- Present independent fiscal audit to the Charter School Board of Directors and, after review by the Board of Directors, submit audit to the County Superintendent of Schools, the State Controller and the California Department of Education;
- Manage student discipline, and as necessary participate in the suspension and expulsion process;
- Participate in IEP meetings as necessary.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to a business administrator of the Charter School, other appropriate employee, or third party provider.

Parent Advisory Council

Parents will be encouraged to form a Parent Advisory Council ("PAC") to be responsible for parent involvement in school activities, fundraising, and advising the Charter School Board of Directors on any and all matters related to the strengthening of the Charter School community. Parent participation will play a vital role in the effectiveness of our program. We would encourage the parents to continue the efforts of the PAC at the same level of support to the Charter School in terms of program enhancement and fundraising.

Parent Involvement in Governance

In addition to parent representatives being able to serve on the Board and the parent participation on the Parent Advisory Council, parents will be strongly encouraged to volunteer a minimum of 20 hours per family, per academic year to the Charter School. The School Director or designee shall maintain a comprehensive list of volunteer opportunities including but not limited to the following: volunteering in the classroom/school (including at-home assistance); tutoring, attending parent-teacher conferences; attendance at charter school Board meetings; participation

in the planning of, or attendance at, fundraising or academic/arts events; or, other activities. No child will be excluded from the Charter School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged 20 hours of participation.

Organizational Chart

Attached as Appendix C, please find an Organizational Chart.

Element 6. EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605.6(b)(5)(F)

School Director Qualifications

The School Director shall possess a current California Administrative Services Credential.

Teacher Qualifications

All NU-SCS teachers must hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.

These documents shall be maintained on file at the Charter School personnel office and shall be subject to periodic inspection by the chartering authority.

Administrative Staff Qualifications

All Northern United – Siskiyou Charter School administrators must hold a current California Administrative Services Credential.

These documents shall be maintained on file at the Charter School personnel office and shall be subject to periodic inspection by the chartering authority.

Element 7. HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237. Education Code Section 47605.6(b)(5)(G)

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety policies and procedures and risk management policies at its learning centers in consultation with its insurance carriers and risk management experts. These policies will be incorporated into the Charter School's student and staff handbooks and will be reviewed on an ongoing basis by the School Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The following is a summary of the health and safety policies of the Charter School:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The School Director of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the School Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the County. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter School.

Diabetes

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

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

Suicide Prevention Policy

The Charter School will adopt a policy on student suicide prevention in accordance with Education Code Section 215.

Emergency Preparedness

The Charter School shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This

handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate “first responder” training or its equivalent.

Blood borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School’s anti-

discrimination and harassment policies.

Element 8. MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605.6(b)(5)(H)

The Charter School anticipates that its program and multiple Learning/Resource Center locations will attract many students from all sectors of society. To create a school community that reflects the diversity of the general population residing within the territorial jurisdiction of Siskiyou County, the Charter School will strive to recruit students from a range of racial, ethnic, linguistic, and socioeconomic backgrounds. The Charter School shall accomplish this through active outreach activities, which include, but are not limited to, the following:

1. Informational Meetings and Newsletters: A series of meetings were held to provide information to prospective parents about the Charter School and its programs. Back to School nights at current learning centers also serve to provide information about NU-SCS. Parent newsletters include dates and times for meetings and other information.

2. Advertising: The Charter School will advertise its programs and enrollment procedures in local newspapers. The Charter School will update its current website with detailed information regarding the Charter School's programs and enrollment procedures.

3. Attend Community Events: The Charter School will make significant efforts to establish visibility in the community. The Charter School founding team members plan to attend upcoming community events, such as Oktoberfest at Jefferson Center for the Arts in Mount Shasta, to ignite interest about the Charter School.

4. Establish Partnerships with Community Organizations: The Charter School will explore potential partnerships within the local and regional communities. The Charter School will work with College of the Siskiyous to provide support for our students with co-enrollment, college counseling, FAFSA support and other services.

5. Social Media and Online Advertising: The Charter School website has detailed information available for interested parents and community members to visit to learn more about the Charter School.

In addition, the Charter School intends to establish an enrollment and recruitment timeline that is aligned with the diverse needs and composition of the prospective population.

Following the first year of enrollment, the Charter School will continue to engage in ongoing recruitment and outreach efforts as described above with the continued development of: marketing materials, advertising, online and social media presence, hosting and attendance of community events, and continued efforts to establish community partnerships. The Charter School budget includes financial resources allocated to outreach efforts.

Element 9. ANNUAL FINANCIAL AUDIT

Governing Law: *The manner in which annual, independent, financial audits shall be conducted, in accordance with regulations established by the State Board of Education, and the manner in which audit exceptions and deficiencies shall be resolved. Education Code Section 47605.6(b)(5)(I)*

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Charter School will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The School Director, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

Element 10. SUSPENSION AND EXPULSION PROCEDURES

Governing Law: *The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
 - (III) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).. Education Code Section 47605.6(b)(5)(J)*

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School 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 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-SCS 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:

1. 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 correction 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:
 - 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 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.
 - w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the 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 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.
 - 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 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.

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

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

- 1) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2) The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 3) At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 4) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- 6) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the

hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

- 7) If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- 8) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- 9) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 10) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the 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.

2. Services During Suspension

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

services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

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

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the

Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 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.

5. Special Circumstances

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

The 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 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.

Element 11. EMPLOYEE RETIREMENT SYSTEMS

Governing Law: *The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605.6(b)(5)(K)*

Employees of this Charter School will participate in STRS, PERS, or federal social security depending upon each individual's eligibility. All certificated employees shall participate in STRS. All non-certificated employees shall participate in PERS and federal social security. The School Director shall ensure that NU-SCS makes all employer contributions as required by STRS, PERS, and federal social security.

Element 12. DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the county board of education to resolve disputes relating to provisions of the charter. Education Code Section 47605.6(b)(5)(L)

The Charter School recognizes that it cannot bind the County to a dispute resolution procedure to which the County does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the County.

Disputes Between the Charter School and the County

The Charter School and the County will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the County, Charter School staff, employees and Board members of the Charter School and the County agree to first frame the issue in written format ("dispute statement") and to refer the issue to the County Superintendent and School Director of the Charter School, or their respective designees. In the event that the County believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the County's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and School Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and School Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and School Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and School Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and the Charter School.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The County shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

Element 13. ADMISSION REQUIREMENTS

Governing Law: Admission policy and procedures, consistent with subdivision (e). Education Code Section 47605.6(b)(5)(M)

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3.

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

1. Student Enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Acceptable Use Policy/Google Apps for Education
7. Parent Income Survey form
8. State-mandated Assessment Conference form
9. Oral Health Assessment form
10. Physical Health Exam form

Parent/Student Contracts

Before enrollment, parent/student contracts must be signed by all parents and students indicating they understand the charter school outcomes, philosophy, program, and requirements. Students' continued enrollment will be dependent upon fulfilling the terms of that contract.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing (or "lottery") to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

1. Siblings of students admitted to or attending the Charter School
2. Students who reside in the County
3. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform all applicants and interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

Element 14. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the county who choose not to attend the charter school. Education Code Section 47605.6(b)(5)(N)

No student may be required to attend the Charter School. Students who reside within the County who choose not to attend the Charter School may attend school within their school district of residence according to school district policy or at another school district or school within the County through applicable intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

Element 15. EMPLOYEE RETURN RIGHTS

Governing Law: *The rights of an employee of the county office of education, upon leaving the employment of the county office of education, to be employed by the charter school, and any rights of return to the county office of education that an employee may have upon leaving the employ of the charter school. Education Code Section 47605.6(b)(5)(O)*

No County employee shall be required to work at the Charter School. Employees of the County who choose to leave the employment of the County to work at the Charter School will have no automatic rights of return to the County after employment by the Charter School unless specifically granted by the County through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the County to work in the Charter School that the County may specify, any rights of return to employment in the County after employment in the Charter School that the County may specify, and any other rights upon leaving employment to work in the Charter School that the County determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the County, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the County or any other county office of education will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Element 16. CLOSURE PROCEDURES

Governing Law: *The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records. Education Code Section 47605.6(b)(5)(P)*

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the Siskiyou County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The Charter School will ask the County to store original records of Charter School students. All student records of the Charter School shall be transferred to the County upon Charter School closure. If the County will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified

Certified Public Accountant selected by the Charter School and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Charter School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix D, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

Budgets and Financial Reporting

Governing Law: *The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605.6(h)*

Attached, as Appendix D, please find the following documents:

- Budget narrative
- A projected first year budget including startup costs
- Financial projections and cash flow for the first three years of operation

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605.6(h) will satisfy this requirement.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the County as required by law and as requested by the County including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card ("SARC"), and the LCAP. Specifically, the Charter School shall provide to the County the

Attendance Reporting by December 31st, April 15th and June 30th of each school year, and the Board Minutes by the 25th of each month.

The Charter School agrees to and submits to the right of the County to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County.

Administrative Services

Governing Law: *The county board of education shall require that the petitioner or petitioners provide information regarding the manner in which administrative services of the charter school are to be provided. Education Code Section 47605.6(h)*

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

At any time the Charter School may discuss the possibility of purchasing administrative services from the County. If the County is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between the Charter School and the County and subject to County availability and willingness to provide such services.

Potential Civil Liability Effects

Governing Law: *The county board of education shall require that the petitioner or petitioners provide information regarding potential civil liability effects, if any, upon the charter school, any school district where the charter school may operate, and upon the county board of education. Education Code Section 47605.6(h)*

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of the Charter School.

Further, the Charter School intends to enter into a memorandum of understanding with the County, wherein the Charter School shall indemnify the County for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members' and Officers' insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts shall be determined by recommendation of the County and the Charter School's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

CONCLUSION

By approving this countywide charter petition, the County will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to work independently, yet cooperatively with the County to establish the highest bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the County to answer any concerns over this document and to present the County with the strongest possible proposal requesting a five year term from July 1, 2018 through June 30, 2023.

Northern United Charter Schools

2018/2019 SCHOOL CALENDAR

	180	Total Number of Instructional Days					
School Months	Days Taught	Mon	Tues	Wed	Thurs	Fri	Holidays and Special Notes
August 27, 2018	LP1	27	28	29	30	31	SCHOOL STARTS 8/27/18
to		3-Sep	4	5	6	7	Labor Day - Sept 3
September 21, 2018		10	11	12	13	14	
Instructional Days	19	17	18	19	20	21	
September 24, 2018	LP2	24	25	26	27	28	
to		1-Oct	2	3	4	5	
October 19, 2018		8	9	10	11	12	
Instructional Days	20	15	16	17	18	19	
October 22, 2018	LP3	22	23	24	25	26	
to		29	30	31	1-Nov	2	
November 16, 2018		5	6	7	8	9	
Instructional Days	19	12	13	14	15	16	Veterans Day - Nov 12
November 19, 2018	LP4	19	20	21	22	23	Thanksgiving Holiday Week - Nov 19 - 23
to		26	27	28	29	30	
December 14, 2018		3-Dec	4	5	6	7	
Instructional Days	15	10	11	12	13	14	P1 Ends 12/14/18 (73)
December 17, 2018	LP5	17	18	19	20	21	Winter Break - Dec 24 - Jan 4
to		24	25	26	27	28	Legal Holiday 12/25/18
January 25, 2019		31	1-Jan	2	3	4	New Year's Day - Jan 1
		7	8	9	10	11	
		14	15	16	17	18	Martin Luther King Day - Jan 21
Instructional Days	19	21	22	23	24	25	SEMESTER 1 ENDS 1/25/19 (92)
January 28, 2019	LP6	28	29	30	31	1-Feb	
to		4	5	6	7	8	
February 22, 2019		11	12	13	14	15	
Instructional Days	15	18	19	20	21	22	Presidents' Holiday Week - Feb 18-22
February 25, 2019	LP7	25	26	27	28	1-Mar	
to		4	5	6	7	8	
March 22, 2019		11	12	13	14	15	
Instructional Days	20	18	19	20	21	22	P2 Ends 3/22/19 (127)
March 25, 2019	LP8	25	26	27	28	29	
to		1-Apr	2	3	4	5	
April 19, 2019		8	9	10	11	12	
Instructional Days	15	15	16	17	18	19	Spring Break - April 15-19
April 22, 2019	LP9	22	23	24	25	26	
to		29	30	1-May	2	3	
May 17, 2019		6	7	8	9	10	
Instructional Days	20	13	14	15	16	17	
May 20, 2019	LP10	20	21	22	23	24	
to		27	28	29	30	31	Memorial Day - May 27
June 13, 2019		3-Jun	4	5	6	7	SEMESTER 2 ENDS 6/13/19 (88)
Instructional Days	18	10	11	12	13		LAST DAY OF SCHOOL 6/13/19 (180)

**BYLAWS
OF
NORTHERN UNITED CHARTER SCHOOLS
(A California Nonprofit Public Benefit Corporation)**

**ARTICLE I
NAME**

Section 1. NAME. The name of this Corporation is Northern United Charter Schools.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is 2120 Campton Road, Suite H, Eureka, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular

includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. **DEDICATION OF ASSETS.** The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the charter governing the charter schools operated as or by the Corporation. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, corporation or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VI CORPORATION WITHOUT MEMBERS

Section 1. **CORPORATION WITHOUT MEMBERS.** The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of this article, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside

California.

- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than seven (7) directors, unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the charter authorizer, shall be designated by the existing Board of Directors.

The Board will seek to have two (2) representatives from Northern United – Siskiyou Charter School and two (2) representatives from Northern United – Humboldt Charter School, who shall be community members and/or family members of a student attending these schools. Board members may have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, or public relations. The School Director shall not serve on the Board and shall not vote in Board elections.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERMS. Each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of such designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporate funds may be expended

to support a nominee without the Board's authorization.

Section 8. **EVENTS CAUSING VACANCIES ON BOARD.** A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 9. **RESIGNATION OF DIRECTORS.** Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. **DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS.** Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 11. **REMOVAL OF DIRECTORS.** Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative appointed by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a Board designated director shall be filled as provided in Section 12.

Section 12. **VACANCIES FILLED BY BOARD.** Vacancies on the Board of Directors, except for the representative appointed by the charter authorizer, may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 13. **NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS.** Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. **PLACE OF BOARD OF DIRECTORS MEETINGS.** Meetings shall be held at the principal office of the Corporation unless the Board of Directors designates another location in accordance with these bylaws. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance

with the terms and provisions of the Brown Act.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the

directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.

The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. **CHAIRMAN OF THE BOARD.** If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. **PRESIDENT.** The President, also known as the School Director shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of

Directors or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Directors' meetings.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. **INSURANCE.** The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV

MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted

purposes;

- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these bylaws by a majority vote of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Northern United Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of the Corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____, Secretary

NORTHERN UNITED CHARTER SCHOOLS

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., the Northern United Charter Schools hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of Northern United Charter Schools ("Charter School"), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be "designated employees." The designated positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee's position is assigned in "Exhibit A."

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School's filing official shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the School Director, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

EXHIBIT A

Designated Positions

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2
School Director	1, 2
Business Manager/CBO	1, 2
Consultants/New Positions	*

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The School Director may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The School Director determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

- a) Interests in real property that are located in whole or in part within a two-mile radius:
 - of any authorizer that has authorized a school operated by Northern United Charter Schools, or
 - of any facility utilized by a school operated by Northern United Charter Schools, or
 - of a proposed site for a Northern United Charter Schools facility.
- b) Investments and business positions in business entities, and sources of income (including gifts, loans, and travel payments) of the type that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2

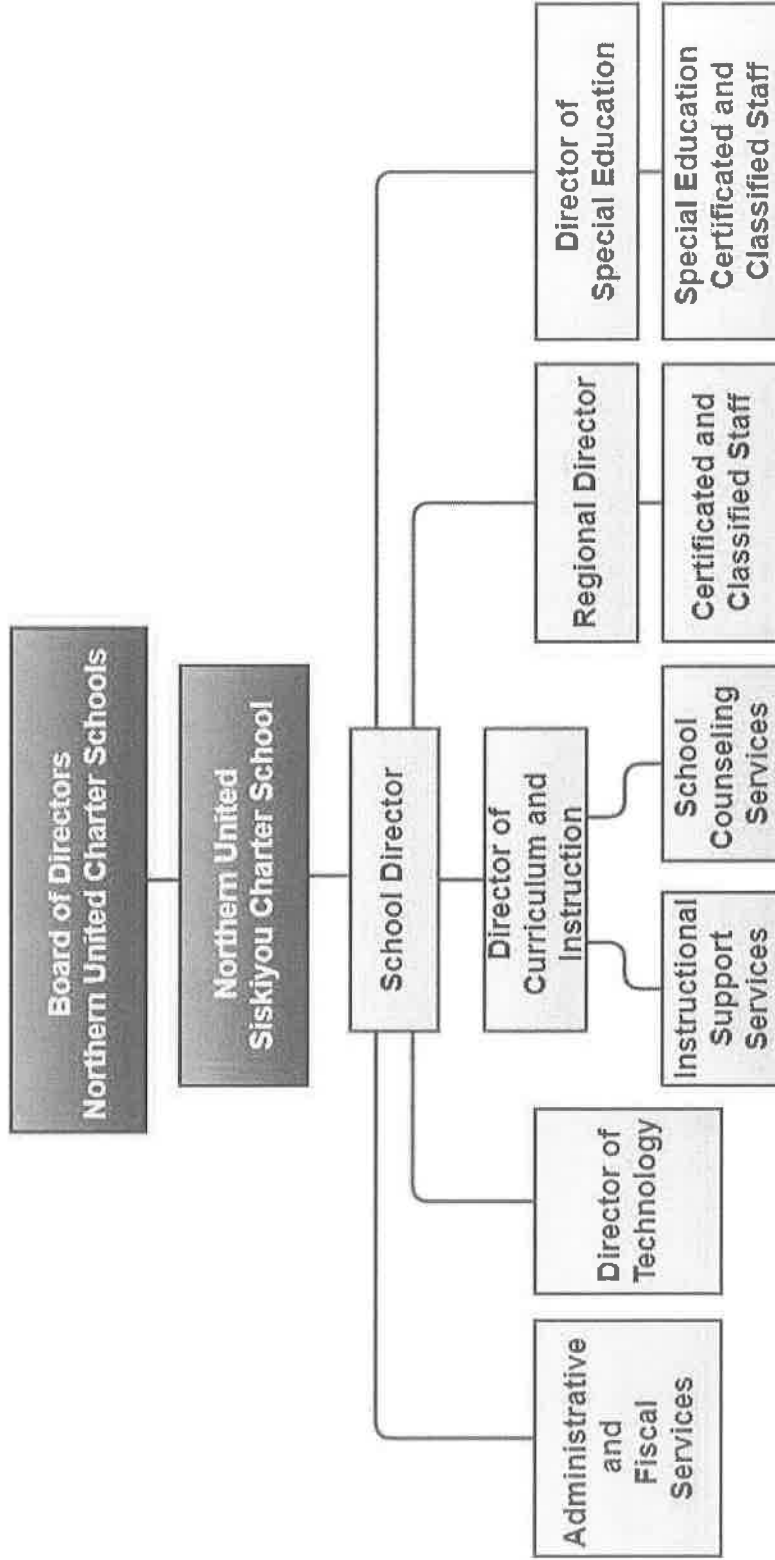
Designated positions assigned to this category must report:

- a. Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by Northern United Charter Schools.

Category 3

Designated positions assigned to this category must report:

- a. Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department.



Northern United – Siskiyou Charter School Budget Estimates

The attached budget is based on conservative estimates of the actual costs to implement Northern United – Siskiyou Charter School (NU-SCS) program as described in the charter petition. Assumptions that are being used to create the analysis are based on Mattole Valley Charter School historical financial data and future estimates for Siskiyou County enrollments. In order to be conservative, the enrollment projections are based on year-over-year enrollment, with kindergarten maintaining a flat enrollment, and do not take into consideration historical trends of increases in enrollment within the 9th through 12th grades.

Revenues

Enrollment assumptions are found below. Average daily attendance has been projected at **93%** for all three years, with an unduplicated count averaging **73%** for all grade spans for each year based on historical enrollment data.

GRADE LEVEL	2018-2019	2019-2020	2020-2021
K-3	37	34	34
4-6	33	30	30
7-8	22	20	22
9-12	54	53	41
TOTAL	146	137	127

NU-SCS is using the Local Control Funding Formula to drive the general-purpose entitlements. As a new charter school, NU-SCS is using the Mattole Valley Charter School 2018-2019 funding rate. The table below shows the entitlement factors per ADA broken down by grade span.

GRADES	ADA @ 93%	BASE	GR SPAN	SUPP	CONC	TARGET
TK - 3	34.41	\$7,374	\$767	\$1,193	\$587	\$341,391
4 - 6	30.69	\$7,484		\$1,097	\$540	\$279,911
7 - 8	20.46	\$7,707		\$1,130	\$556	\$192,168
9 - 12	50.22	\$8,931	\$232	\$1,343	\$661	\$560,795

To determine the amount of funding NU-SCS will receive, we used the 2017-2018 2nd interim LCFF calculator. This covers state aid, EPA funding, and property taxes in-lieu of. Education Protection Account funding is currently projected at \$186 per ADA for the first year. Property Taxes in-lieu of is currently projected at \$735.63 per ADA for the first year.

Special Education Services

Mattole Valley Charter School is currently part of the Humboldt-Del Norte SELPA. In 2016/2017, the school received \$97 per ADA in state revenues and \$1,125.68 per ADA in federal revenues. At the time

of this projection, 2017/2018 allocation amounts for Special Education were not available. Therefore, the budget is based on the 16/17 amounts projected forward as seen in the following table.

State/Federal Spec. Ed	YEAR 1- 2018/2019	YEAR 2- 2019/2020	YEAR 3- 2020/2021
STATE	\$96.78	\$96.78	\$96.78
FEDERAL	\$1,125.68	\$1,125.68	\$1,125.68

NU-SCS will not receive any State Lottery revenues or Mandated Cost Reimbursements for the 2018-2019 fiscal year due to being a new charter school. Lottery revenues for 2019-2020 through 2020-2021 will be projected at \$146 per ADA for unrestricted and \$48 per ADA for restricted. The ADA amounts are from the School Services of California Financial Projection Dartboard and this amount is consistent for 2018-2019 through 2020-2021.

Finally, for the 2019-2020 and the 2020-2021 fiscal years, Mandated Cost Reimbursements are projected using prior year projections based on \$15.90 per K-8 ADA and \$44.04 per 9-12 ADA. These projections also come from the most recent School Services of California Financial Projection Dartboard. Mandated Costs and any one time funding are not budgeted into NU-SCS first year budget projections.

All revenues are from state and/or federal sources and follow published schedules and estimates.

Reserve and Carry Over from Mattole Valley Charter School

Northern United – Siskiyou Charter School has a start-up fund of \$472,390.00 which is 25% of projected carryover that Mattole Valley Charter School would have at the time the school closes operations. The funds will be transferred to Northern United - Siskiyou Charter School based on Siskiyou student enrollment during the 2017-2018 fiscal school year. Sufficient funds will remain with Mattole Valley Charter School in order to pay all remaining bills and close out the fiscal year prior to Mattole Valley Charter School closing.

Expenses

As with revenues, expense assumptions are based on historical financial data and future estimates have been increased allowing for inflation. Below is a summary of the major expense categories and the underlying assumptions.

Salaries and Benefits

Salaries for certificated and classified employees are based on Mattole Valley Charter School's current pay schedule. Salaries will increase when the budget supports an increase; however, for the purposes of this budget summary, salaries were increased by 1% for each fiscal year. NU-SCS will offer health benefits for all full-time employees. The average expected cost of health benefits to the employer is \$12,368 per enrolled employee in 2018-2019. NU-SCS plans to participate in STRS and PERS with the state recommended increases budgeted for all years. All classified employees will participate in Social Security and Medicare.

Staffing

NU-SCS will start the 2018/2019 school year with 14.2 FTE certificated staff and 4.55 FTE classified staff. Administration and Business staff will also work with other NU-SCS schools. The following page contains a table of all staff and their FTE equivalent for NU-SCS for their first year of operation.

BUDGET CODE	NU-SCS	AVERAGE SALARY 2018/2019	FTE
1100	Teachers	\$42,913	10.1
1104	Special Ed Teachers	\$50,000	1.2
1900	Learning Record Coordinators	\$47,200	.5
1100	AVID Coordinator	\$52,800	.6
1900	Regional Director	\$61,700	.6
1300	Executive Director/Super	\$112,000	.2
1900	Director of Instr./Curriculum	\$92,500	.2
1104	Director of Special Education	\$58,900	.3
1200	Counselor	\$58,900	.5
	Total Certificated		14.2
2900	Class. Small Group Instructors	\$33.00 per hour	.4
2403	Site Supervisor	\$24,696	.69
2402	Record Technicians	\$24,120	.73
2405	Registrar	\$41,000	.5
2307	Chief Business Official	\$58,400	.35
2307	Payroll/Personnel/CALPADS	\$58,400	.35
2402	Purchasing/A/ P Technician	\$36,358	.4
2255	Director of Technology	\$58,900	.1
2214	Custodian	\$2,381	.40
2403	Clerk	\$10,116	.63
	Total Classified		4.55

Instructional Support and related Expenses

NU-SCS is budgeting \$41,600 for books, supplies, technology, and contracted services for its first year of operation in 2018-2019. These figures increase at 3% per year. Major expenses are summarized below:

- \$6,500 - Curriculum
- \$5,000 - Office Supplies
- \$18,000 - Materials & Supplies
- \$3,150 - Technology
- \$9,000 - Contracted Services (instructional)

NU-SCS plans to continue to lease its current facilities for the term of the charter with budgeted increases according to the lease each year.

Costs for utilities, janitorial services and repairs have been projected based on historical actuals.

Insurance is projected at \$85 per student based on current rates from CharterSafe JPA.

NU-SCS will pay 1% of LCFF revenues to the Siskiyou County of Education for oversight. NU-SCS recognizes that at times 1% does not account for all the services that the county might provide.

Contingencies, Reserves and Cash Flow

NU-SCS has taken a conservative approach to the budgeted expenses. If the state revenues increase above current projections, additional spending will be considered in future years. NU-SCS will maintain a minimum of a 10% cash reserve, twice the state required minimum, throughout the term of the charter. This cash on hand provides cash flow sufficient to allow a contingency plan against unanticipated events like state revenue deferrals.

Northern United - Siskiyou Charter School

Multiyear Budget Summary

	2018-2019	2019-2020	2020-2021
	Preliminary Budget	Preliminary Budget	Preliminary Budget
REVENUES			
Carry-Over	\$0	\$404,785	\$404,358
* Mattole Valley Charter School Contribution	\$472,390	\$0	\$0
State Aid	\$1,239,706	\$1,207,749	\$1,140,717
Education Protection Account	\$27,156	\$25,482	\$23,622
Charter Schools in-Lieu of Property Taxes	\$107,402	\$100,781	\$93,425
Lottery (Unrestricted - Restricted)	\$0	\$26,384	\$25,026
Mandated Cost Reimbursement	\$0	\$3,486	\$2,930
SELPA Federal Entitlement	\$0	\$11,257	\$11,257
SELPA State & Local Entitlement	\$0	\$23,588	\$23,588
	\$1,846,654	\$1,803,512	\$1,724,923
EXPENDITURES and OTHER FINANCING			
Certificated Salaries	\$694,535	\$657,040	\$663,609
Classified Salaries	\$164,498	\$166,143	\$167,805
Employee Benefits - All	\$337,312	\$333,912	\$342,477
Books and Supplies	\$35,675	\$33,775	\$26,125
Services and Other Operating	\$209,849	\$208,284	\$207,612
	\$1,441,869	\$1,399,154	\$1,407,628
Ending Fund Balance	\$404,785	\$404,358	\$317,296

* Northern United - Siskiyou Charter School will have a start-up amount from Mattole Valley Charter carry-over and reserves per enrollment.

Northern United - Siskiyou Charter School

Multiyear Revenue Summary

Multiyear Revenue Summary					
	2018-2019		2019-2020		2020-2021
	Preliminary Budget		Preliminary Budget		Preliminary Budget
Components of LCFF Entitlement					
8011 State Aid	\$1,239,706		\$1,207,749		\$1,140,717
8012 Education Protection Account Entitlement	\$27,156		\$25,482		\$23,622
8096 Charter Schools in-Lieu of Property Taxes	\$107,402		\$100,781		\$93,425
SUBTOTAL - LCFF Entitlement		\$1,374,264	\$1,334,012		\$1,257,764
Federal Revenue					
8181 SELPA Federal Entitlement		\$0	\$11,257		\$11,257
SUBTOTAL - Federal Income		\$0	\$11,257		\$11,257
Other State Revenues					
8792 SELPA State & Local Entitlement		\$0	\$23,588		\$23,588
8550 Mandated Cost Reimbursement - K-8		\$0	\$1,240		\$1,256
8550 Mandated Cost Reimbursement - 9-12		\$0	\$2,246		\$1,674
8560 Lottery Revenue - Unrestricted		\$0	\$19,856		\$18,834
8560 Lottery Revenue - Restricted		\$0	\$6,528		\$6,192
SUBTOTAL - State Revenues		\$0	\$53,458		\$51,544
Contributions					
* MVCS total contribution		\$472,390			
Prior Year Carry-Over			\$404,785		\$404,358
SUBTOTAL - Contribution		\$472,390	\$404,785		\$404,358
TOTAL REVENUE		\$1,846,654	\$1,803,512		\$1,724,923

* Northern United - Siskiyou Charter School will have a start-up amount from Mattole Valley Charter carry-over and reserves per enrollment.

Northern United - Siskiyou Charter School

Multiyear Expenditure Summary

	2018-2019	2019-2020	2020-2021
	Preliminary Budget	Preliminary Budget	Preliminary Budget
Certificated Salaries			
1100 Teacher Salaries	\$477,040	\$437,370	\$441,743
1104 Special Education Teacher	\$79,450	\$80,245	\$81,047
1150 Teacher Salary - Other Pay	\$6,500	\$6,565	\$6,631
1200 Certificated Pupil Support	\$30,025	\$30,325	\$30,628
1300 Certificated Supervisors & Administrators Salaries	\$22,400	\$22,624	\$22,850
1900 Other Certificated Salary - Regular	\$79,120	\$79,911	\$80,710
SUBTOTAL - Certificated Salaries	\$694,535	\$657,040	\$663,609
Classified Salaries			
2214 Custodian	\$6,790	\$6,858	\$6,927
2255 Computer Lab Technician	\$5,840	\$5,898	\$5,957
2307 Coordinator	\$40,880	\$41,289	\$41,702
2402 Account Technician	\$40,070	\$40,471	\$40,876
2403 Clerical Technician	\$29,410	\$29,704	\$30,001
2405 Attendance Technician	\$20,500	\$20,705	\$20,912
2900 Other Classified Salaries - Regular	\$21,008	\$21,218	\$21,430
SUBTOTAL - Classified Salaries	\$164,498	\$166,143	\$167,805
Employee Benefits			
3101 STRS - Certificated	\$97,861	\$103,142	\$108,905
3201 PERS - Certificated	\$9,050	\$10,500	\$11,900
3202 PERS - Classified	\$26,526	\$30,483	\$34,880
3312 Social Security - Certificated	\$3,100	\$3,131	\$3,100
3312 Social Security - Classified	\$10,199	\$12,809	\$10,301
3331 Medicare - Certificated	\$10,071	\$9,527	\$8,934
3332 Medicare - Classified	\$2,385	\$2,409	\$2,409
3411 Health & Welfare Benefits - Certificated	\$139,140	\$123,680	\$123,680
3412 Health & Welfare Benefits - Classified	\$21,026	\$21,026	\$21,026
3501 State Unemployment Insurance - Certificated	\$347	\$329	\$332
3502 State Unemployment Insurance - Classified	\$82	\$83	\$83
3601 Workers' Compensation - Certificated	\$14,169	\$13,404	\$13,538
3602 Workers' Compensation - Classified	\$3,356	\$3,389	\$3,389
SUBTOTAL - Employee Benefits	\$337,312	\$333,912	\$342,477

Northern United - Siskiyou Charter School

Multiyear Expenditure Summary

	2018-2019	2019-2020	2020-2021
	Preliminary	Preliminary	Preliminary
	Budget	Budget	Budget
Books & Supplies			
4110 Text Books	\$6,500	\$6,500	\$5,000
4310 Material & Supplies	\$18,000	\$18,000	\$12,500
4351 Office Supplies	\$5,000	\$5,000	\$5,000
4374 Custodial Supplies	\$2,000	\$2,000	\$1,500
4381 Building Maintenance Supplies	\$350	\$350	\$200
4392 Medical Supplies	\$75	\$75	\$75
4393 Workshop Refreshments	\$100	\$100	\$100
4445 Computers	\$2,500	\$600	\$600
4450 Computer Software	\$300	\$300	\$300
4453 Other technology	\$350	\$350	\$350
4710 Food	\$250	\$250	\$250
4720 Prepared Food	\$250	\$250	\$250
SUBTOTAL - Book & Supplies	\$35,675	\$33,775	\$26,125
Services & Other Operating Expenses			
5201 Mileage	\$2,500	\$2,000	\$2,000
5207 Registration Fees	\$150	\$150	\$150
5209 Accommodations	\$500	\$500	\$500
5261 Bus Tickets For Students	\$1,400	\$1,400	\$1,400
5300 Dues & Memberships	\$150	\$150	\$150
5450 Other Insurance	\$13,200	\$13,200	\$13,200
5500 Utilites & Housekeeping Services	\$2,500	\$2,500	\$2,500
5510 Heating Fuel	\$4,500	\$4,500	\$4,500
5520 Electricity Services	\$14,000	\$14,700	\$15,435
5530 Water Services	\$750	\$788	\$827
5560 Waste Disposal	\$750	\$750	\$750
5565 Hazardous Waste Disposal	\$60	\$60	\$60
5612 Rentals and Leases - Buildings	\$114,671	\$114,671	\$114,671
5623 Rentals and Leases - Equipment	\$4,800	\$4,800	\$4,800
5637 Maintenance Agreements	\$2,500	\$2,500	\$2,500
5800 Contracted Services	\$9,000	\$8,000	\$7,000
5801 Student Travel / Field Trips	\$1,500	\$1,500	\$1,500
5822 Audit Fees	\$7,500	\$7,500	\$7,500
5823 Legal Fees	\$2,500	\$2,500	\$2,500
5831 Advertisement	\$250	\$250	\$250
5845 Information Network Service Contract	\$5,000	\$5,000	\$5,000
5861 Fingerprinting	\$800	\$100	\$100
5881 Other Charges / Fees (1% of general revenue)	\$13,743	\$13,340	\$12,578
5884 License, Permit, Use Fee, TX	\$125	\$125	\$125
5909 Telephone / Communications	\$3,500	\$3,675	\$3,859
5922 Telephone Lines - Technology	\$2,500	\$2,625	\$2,757
5950 Postage	\$1,000	\$1,000	\$1,000
SUBTOTAL - Services & Other Operating Expenses	\$209,849	\$208,284	\$207,612
TOTAL EXPENSES (1000's - 5000's)	\$1,441,869	\$1,399,154	\$1,407,627

Cash Flow Projection

Fiscal Year 2018/2019

Northern United - Humboldt Charter School

Preliminary Cash Flow	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Budgeted	Variance
	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	(Sum of July thru June + Accruals+Adjustments)	(CB)	(Budgeted - Total)
BEGINNING CASH															
REVENUES															
**MVCs-Contribution	\$472,390												\$472,390	\$472,390	\$0
Slate Aid	\$91,738	\$91,738	\$91,738	\$91,738	\$91,738	\$111,574	\$111,574	\$111,574	\$89,259	\$71,407	\$57,126	\$228,503	\$1,239,706	\$1,239,706	\$0
Education Protection Account Entitlement			\$6,789			\$6,789						\$6,789	\$27,156	\$27,156	\$0
Charter Schools in-Lieu of Property Taxes	\$107,402												\$107,402	\$107,402	\$0
SELPA Federal Entitlement	\$0												\$0	\$0	\$0
SELPA State & Local Entitlement	\$0												\$0	\$0	\$0
Lottery (Unrestricted - Restricted)	\$0												\$0	\$0	\$0
Mandated Cost Reimbursement	\$0												\$0	\$0	\$0
Total Revenue	\$871,530	\$91,738	\$99,527	\$91,738	\$91,738	\$116,363	\$111,574	\$111,574	\$96,048	\$71,407	\$57,126	\$235,292	\$1,845,654	\$1,845,654	\$0
EXPENSES															
*Certificated Salaries	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$57,878	\$694,535	\$694,535	\$0
*Classified Salaries	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$13,708	\$164,498	\$164,498	\$0
*Employee Benefits	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$28,109	\$337,312	\$337,312	\$0
*Books and Supplies	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$35,675	\$35,675	\$0
*Services & Other Operating	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$17,487	\$209,849	\$209,849	\$0
Total Expenses	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$120,156	\$1,441,869	\$1,441,869	\$0
OPERATING CASH INFLOW (OUTFLOW)	\$551,375	-\$28,417	-\$21,628	-\$28,417	-\$28,417	-\$1,793	-\$8,582	-\$8,582	-\$24,108	-\$48,749	-\$63,030	\$115,136	\$404,786		
MONTHLY ENDING CASH BALANCE	\$551,375	\$522,957	\$501,329	\$472,911	\$444,494	\$442,700	\$434,118	\$425,536	\$401,428	\$352,680	\$289,649	\$404,786	\$404,786	\$404,785	\$0

Please Note:

* For the purpose of this cash flow projection, asterisk items have been projected as equal monthly expenses, however, historically these expenditures are found to be lower in the months of July and August.

** Northern United - Siskiyou Charter School will have a start-up amount from Mattole Valley Charter carry-over and reserves per enrollment.

Cash Flow Projection Fiscal Year 2019/2020

Northern United - Humboldt Charter School

Preliminary Cash Flow	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total (Sum of July thru June +Accruals+Adjustments)	Budgeted (CB)	Variance (Budgeted - Total)
	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget			
BEGINNING CASH	\$514,073	\$457,864	\$456,336	\$448,437	\$440,538	\$439,010	\$431,111	\$423,212	\$399,945	\$352,915	\$291,972				
REVENUES															
Carry-Over	\$404,785												\$404,785	\$404,785	\$0
State Aid	\$60,387	\$108,697	\$108,697	\$108,697	\$108,697	\$108,697	\$108,697	\$108,697	\$69,566	\$55,653	\$222,612	\$6,371	\$1,207,749	\$1,207,749	\$0
Education Protection Account Entitlement		\$6,371											\$25,482	\$25,482	\$0
Charter Schools In-Lieu of Property Taxes	\$100,781												\$100,781	\$100,781	\$0
SELPA Federal Entitlement	\$11,257												\$11,257	\$11,257	\$0
SELPA State & Local Entitlement	\$23,588												\$23,588	\$23,588	\$0
Lottery (Unrestricted - Restricted)	\$26,384												\$26,384	\$26,384	\$0
Mandated Cost Reimbursement	\$3,486												\$3,486	\$3,486	\$0
Total Revenue	\$630,669	\$60,387	\$115,068	\$108,697	\$108,697	\$108,697	\$108,697	\$108,697	\$93,329	\$69,566	\$55,653	\$222,612	\$1,803,512	\$1,803,512	\$0
EXPENSES															
*Certificated Salaries	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$54,753	\$557,040	\$557,040	\$0
*Classified Salaries	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$13,845	\$166,143	\$166,143	\$0
*Employee Benefits	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$27,826	\$333,912	\$333,912	\$0
*Books and Supplies	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$2,815	\$33,775	\$33,775	\$0
*Services & Other Operating	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$17,357	\$208,284	\$208,284	\$0
Total Expenses	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$116,596	\$1,399,154	\$1,399,154	\$0
OPERATING CASH INFLOW (OUTFLOW)	\$514,073	-\$56,209	-\$1,528	-\$7,899	-\$7,899	-\$1,528	-\$7,899	-\$7,899	-\$23,268	-\$47,030	-\$60,943	\$112,386	\$404,358	\$404,358	\$0
MONTHLY ENDING CASH BALANCE	\$514,073	\$457,864	\$456,336	\$448,437	\$440,538	\$439,010	\$431,111	\$423,212	\$399,945	\$352,915	\$291,972	\$404,358	\$404,358	\$404,358	\$0

Please Note:

* For the purpose of this cash flow projection, asterisk items have been projected as equal monthly expenses, however, historically these expenditures are found to be lower in the months of July and August.

Cash Flow Projection Fiscal Year 2020/2021

Northern United - Humboldt Charter School

Preliminary Cash Flow	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Budgeted	Variance
	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	Preliminary Budget	(Sum of July thru June +Accruals+Adjustments)	(CB)	(Budgeted - Total)
BEGINNING CASH		\$542,148	\$481,881	\$473,149	\$458,511	\$443,873	\$435,141	\$420,503	\$405,866	\$376,600	\$325,003	\$260,265			
REVENUES															
Carry-Over	\$404,358												\$404,358	\$404,358	\$0
State Aid	\$57,036	\$57,036	\$102,665	\$102,665	\$102,665	\$102,665	\$102,665	\$102,665	\$82,132	\$65,705	\$52,564	\$210,257	\$1,140,717	\$1,140,717	\$0
Education Protection Account Entitlement			\$5,906			\$5,906			\$5,906			\$5,906	\$23,622	\$23,622	\$0
Charter Schools in-Lieu of Property Taxes	\$93,425												\$93,425	\$93,425	\$0
SELPA Federal Entitlement	\$46,153												\$46,153	\$46,153	\$0
SELPA State & Local Entitlement	\$23,588												\$23,588	\$23,588	\$0
Lottery (Unrestricted - Restricted)	\$25,026												\$25,026	\$25,026	\$0
Mandated Cost Reimbursement	\$9,864												\$9,864	\$9,864	\$0
Total Revenue	\$559,450	\$57,036	\$108,570	\$102,665	\$102,665	\$108,570	\$102,665	\$102,665	\$88,037	\$65,705	\$52,564	\$216,163	\$1,766,753	\$1,766,753	\$0
EXPENSES															
*Certificated Salaries	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$55,301	\$0
*Classified Salaries	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$13,984	\$0
*Employee Benefits	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$28,540	\$0
*Books and Supplies	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$2,177	\$0
*Services & Other Operating	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$17,301	\$0
Total Expenses	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$117,302	\$0
OPERATING CASH INFLOW (OUTFLOW)	\$542,148	-\$60,266	-\$8,732	-\$14,638	-\$14,638	-\$8,732	-\$14,638	-\$14,638	-\$29,265	-\$51,597	-\$64,738	\$98,860	\$359,125	\$359,125	\$0
MONTHLY ENDING CASH BALANCE	\$542,148	\$481,881	\$473,149	\$458,511	\$443,873	\$435,141	\$420,503	\$405,866	\$376,600	\$325,003	\$260,265	\$359,125	\$359,125	\$359,125	\$0

Please Note:

* For the purpose of this cash flow projection, asterisk items have been projected as equal monthly expenses, however, historically these expenditures are found to be lower in the months of July and August.