

NUCS Board Meeting 11/10/2021 4:00pm

Agenda Item 1.

CALL TO ORDER/AGENDA

Subject:

1.1 Pledge of Allegiance

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

Action Requested:

1.1 None

1.2 Approval

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

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

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

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 2.

CONSENT AGENDA

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

Subject:

2.1 Consideration of Approval of Warrants & Payroll for NU-Humboldt Charter School

Action Requested:

Approval

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

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

Fiscal Implications:

Warrants: NU-Humboldt Charter School - \$100,301.79

Payroll: NU-Humboldt Charter School - \$ 206,051.63

Contact Person/s: Shari Lovett, Tammy Picconi

EARNINGS by Earnings Code		Income	Adjustments	TAXES		Employee	Employer	Total	Subject Grosses
Regular		278,577.26		Federal Withholding	17,921.02			17,921.02	253,959.33
				State Withholding	6,485.22			6,485.22	253,959.33
				Social Security	5,992.31	5,992.31		11,984.62	96,649.69
				Medicare	4,025.90			8,051.80	277,646.13
				SUI				1,388.29	277,646.13
				Workers' Comp				2,637.66	277,646.13
TOTAL		278,577.26		SUBTOTAL	34,424.45		14,044.16	48,468.61	

EARNINGS by Group		Income	Adjustments	REDUCTIONS		Employee	Employer	Total	Subject Grosses
Base Pay		237,477.65		PERS	3,633.86	11,893.14		15,527.00	51,912.33
Docks		360.00		PERS / 62	2,312.06	7,567.04		9,879.10	33,029.38
Extra Duty		40,979.61		STRS / 60	12,628.76	20,846.61		33,475.37	123,206.85
Stipends		480.00		STRS / 62	5,112.12	8,475.90		13,588.02	50,093.95
TOTAL		278,577.26		SUBTOTAL	24,617.93	48,782.69		73,400.62	

EARNINGS		Person Type	Female Employees	DEDUCTIONS		Employee	Employer	Total	Subject Grosses
Certificated	36	192,787.48	31	Health & Welfare	2,759.94	60,749.73		63,509.67	62,746.11
Classified	29	85,789.78	26	Supplemental Insuran	265.61			265.61	
				Summer Savings	10,457.70			10,457.70	
TOTAL	65	278,577.26	57	SUBTOTAL	13,483.25	60,749.73		74,232.98	

Vendor Summary for Pay Date 10/29/2021		Income	Adjustments
Vendor Checks	1,196.74		
Vendor Liabilities	194,905.47		
TOTAL	196,102.21		

Vendor Summary for Process Date 10/29/2021		Income	Adjustments
Reissued		72,525.63	
Cancel Checks			
Void ACH			
TOTALS		72,525.63	

BALANCING DATA		Income	Adjustments
Gross Earnings	278,577.26		
District Liability	123,576.58		
TOTAL	402,153.84		

NET		Income	Adjustments
Direct Deposits		162,467.24	49
Checks		43,584.39	16
Partial Net ACH			
Negative Net			
Check Holds			
Zero Net			
TOTAL		206,051.63	65

ReqPay12c

Board Report

Checks Dated 10/01/2021 through 10/31/2021						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000150427	10/11/2021	AMAZON CAPITAL SERVICES	62-4310	INV 1YCF-M3Q3-MF1X		335.31
3000150428	10/11/2021	ARMSTRONG, ABBY	62-4374	REIMBURSEMENT FOR GARBAGE BAGS	19.65	
			62-4710	REIMBURSEMENT FOR FOOD PROG	672.98	692.63
3000150429	10/11/2021	CRYSTAL CREAMERY	62-4710	TICKET 522274118		61.87
3000150430	10/11/2021	CUTTEN COMMUNITY CHURCH	62-5520	UTILITIES FOR AUG 2021	58.12	
				UTILITIES FOR OCT 2021	479.43	
			62-5530	UTILITIES FOR AUG 2021	21.89	
				UTILITIES FOR OCT 2021	173.05	
				UTILITY AUDIT 1/2021-5/2021	666.43	
			62-5560	UTILITIES FOR AUG 2021	47.78	
				UTILITIES FOR OCT 2021	366.20	1,812.90
3000150431	10/11/2021	DAVID L MOONIE & CO LLP	62-5822	AUDIT SERVICES THRU 9/30/2021		3,900.00
3000150432	10/11/2021	DAVIS, REBEKAH	62-5201	MILEAGE FOR TRAINING IN BRICELAND		78.96
3000150433	10/11/2021	FEDEX	62-5950	INV 7-511-97983	64.29	
				INV 7-518-45662	41.09	105.38
3000150434	10/11/2021	FOLLETT SCHOOL SOLUTIONS	62-4310	INV 2600207A	276.41	
				INV 2600207B	93.05	369.46
3000150435	10/11/2021	FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	62-5800	INV 220385	250.00	
				INV 220430	250.00	500.00
3000150436	10/11/2021	HARMON, SHANE	62-4310	REIMBURSEMENT FOR MATERIALS AND SUPPLIES	28.66	
			62-5800	REIMBURSE FOR ORBE GOLF INSTRUCTOR	50.00	
			62-5950	REIMBURSEMENT FOR POSTAGE	14.60	93.26
3000150437	10/11/2021	HONORS GRADUATION	62-4310	INV 271917		206.50
3000150438	10/11/2021	HUMBOLDT COUNTY DEPT OF HEALTH & HUMAN SERVICES	62-5300	IN0028231	466.00	
				IN0028232	466.00	932.00
3000150439	10/11/2021	LYONS-TINSLEY, TOMIRE	62-5201	SEPT 2021 MILEAGE		322.56
3000150440	10/11/2021	MCCONNAUGHY, READA	62-5201	SEPT 2021 MILEAGE		114.24
3000150441	10/11/2021	MCGRAW HILL	62-4310	INV 119022420001	245.96	
				INV 119049847001	100.99	346.95
3000150442	10/11/2021	PARENT SQUARE INC	62-5800	ANNUAL FEE		3,500.00
3000150443	10/11/2021	RAINBOW RESOURCE CENTER	62-4310	INV 3558569	51.08	
				INV 3561877	474.06	525.14
3000150444	10/11/2021	SCHOOL SPECIALTY	62-4310	INV 202501796701		231.19
3000150445	10/11/2021	STAPLES ADVANTAGE	62-4351	INV 2486818159	27.19	
				INV 3486818156	44.71	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE
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Board Report

Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount	
3000150445	10/11/2021	STAPLES ADVANTAGE	62-4351	INV 3486818157	20.43		
				INV 3486818158	136.36		
				INV 3486818161	24.53		
				INV 3486818162	95.57		
				INV 3486818163	40.86		
				INV 3486818164	99.18		
				INV 6486818160	38.56		
			62-4377	INV 3486818165	173.56		
				INV 3486818166	117.39		
				INV 3486818168	43.09		
				INV 3486928498	215.45	1,076.88	
3000150446	10/11/2021	STATE OF CALIFORNIA EDD	62-9540	3RD QUARTER		2,167.33	
3000150447	10/11/2021	VALLEY PACIFIC PETROLEUM SERV	62-4364	INV CL21-420811		89.09	
3000150448	10/11/2021	YM&C LAW OFFICES	62-5823	INV 72809A		653.12	
3000151593	10/21/2021	AMAZON CAPITAL SERVICES	62-4310	INV 11CP-F1XY-7KWQ	217.25		
				INV 1DVQ-CFHH-X4NY	21.58		
3000151594	10/21/2021	ARCATA POLICE DEPARTMENT	62-4381	INV 1FQJ-MPXM-RKLC	95.17	334.00	
			62-5800	INV A9462		20.00	
3000151595	10/21/2021	AT&T	62-5909	ACCT 861949337		35.78	
3000151596	10/21/2021	AT&T	62-5909	ACCT 287287933630		23.50	
3000151597	10/21/2021	AT&T	62-5909	ACCT 70782256614080		411.62	
3000151598	10/21/2021	AT&T	62-5909	ACCT 70726889825332		208.57	
3000151599	10/21/2021	BLICK ART MATERIALS	62-4310	INV 7148687		75.93	
3000151600	10/21/2021	CITY OF ARCATA	62-5530	ACCT 020753000	93.44		
				ACCT 020753001	86.40	179.84	
3000151601	10/21/2021	COBRA&BUTTERFLY KARATE SCHOOL	62-5800	MARTIAL ARTS FOR L WARD 9/21-1/22		600.00	
3000151602	10/21/2021	FEDEX	62-5800	ITEM 008200595843		481.40	
3000151603	10/21/2021	FOLLETT SCHOOL SOLUTIONS	62-4212	INV 340926F	43.68		
				62-4310	INV 2600207C	271.90	
					INV 2600207D	139.29	454.87
3000151604	10/21/2021	FRONTIER COMMUNICATIONS	62-5909	ACCT 70762933711005168	115.03		
				ACCT 70762936340715188	290.13	405.16	
3000151605	10/21/2021	GREAT AMERICAN FINANCIAL SERV	62-5637	INV 30235326		443.12	
3000151606	10/21/2021	HARMON, SHANE	62-5950	POSTAGE		32.80	
3000151607	10/21/2021	HOUGHTON MIFFLIN HARCOURT PUB	62-4310	INV 955419279		98.49	
3000151608	10/21/2021	JIVE COMMUNICATIONS	62-5909	IN7100670633		271.86	
3000151609	10/21/2021	LINDLEY, TAMARA	62-5201	SEPT 2021 MILEAGE		196.56	

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Board Report

Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000151610	10/21/2021	LOST COAST COMMUNICATIONS	62-5831	INV 4161-00009-0000		621.00
3000151611	10/21/2021	LOVETT, SHARI	62-5201	COSTCO MEMBERSHIP AND MILEAGE	78.18	
			62-5300	COSTCO MEMBERSHIP AND MILEAGE	120.00	198.18
3000151612	10/21/2021	MCGRAW HILL	62-4110	INV 119915464001		2,970.75
3000151613	10/21/2021	NAVIGATE 360	62-5800	INV 67717		2,003.50
3000151614	10/21/2021	PRESENCE LEARNING INC	62-4310	INV46600		2,400.00
3000151615	10/21/2021	PRO-ED INC	62-4310	INV 2900113		316.80
3000151616	10/21/2021	RAY MORGAN COMPANY	62-5637	INV 3476429		1,032.91
3000151617	10/21/2021	RECOLOGY HUMBOLDT COUNTY	62-5560	ACCT 030777177		116.72
3000151618	10/21/2021	RENAISSANCE LEARNING	62-5800	INV5223376		26,871.00
3000151619	10/21/2021	SIMMONS, LORENZA	62-5800	PIANO FOR 4 STUDENTS-FREITAS		280.00
3000151620	10/21/2021	STAPLES ADVANTAGE	62-4310	INV 3486884999	276.30	
				INV 3486928499	9.15	
			62-4351	INV 3486884998	44.45	
			62-4381	INV 3486684580	137.88	467.78
3000151755	10/25/2021	AMAZON CAPITAL SERVICES	62-4310	INV 1TDF-PWGF-MVPW	73.03	
			62-4381	INV 1LCF-GNJ9-WPNG	14.60	87.63
3000151756	10/25/2021	AMBROSINI, DENNIS	62-5612	NOV 2021 RENT		2,500.00
3000151757	10/25/2021	ANDERSON, JULIA	62-4310	REIMBURSEMENT FOR MATERIALS AND SUPPLIES		186.62
3000151758	10/25/2021	ARMSTRONG, ABBY	62-4710	REIMBURSEMENT FOR FOOD PROGRAM	719.39	
			62-5207	REIMBURSE FOR SERVSAFE CERT	179.00	898.39
3000151759	10/25/2021	CAMPTON PLAZA	62-5612	NOV 2021 RENT		5,288.00
3000151760	10/25/2021	CITI CARDS	62-4351	SAFEWAY CANDY	61.03	
			62-4710	COSTCO FIG BAR	102.32	
				COSTCO FRUIT POUCH	32.97	
				MILK ORDER # 106384839	212.37	
				SAFEWAY APPLE SAUCE	91.22	499.91
3000151761	10/25/2021	CUTTEN COMMUNITY CHURCH	62-5612	NOV 2021 RENT		5,000.00
3000151762	10/25/2021	DAGGETT, PETER JAY	62-5612	NOV 2021 RENT		3,800.00
3000151763	10/25/2021	HADLEY RANCH	62-5612	NOV 2021 RENT		500.00
3000151764	10/25/2021	HEINEMANN	62-4310	INV 7365032	805.56	
				INV 7372186	2,941.38	3,746.94
3000151765	10/25/2021	MOVING BEYOND THE PAGE	62-4110	INV 260387	1,986.31	
			62-4310	INV 261558	959.52	2,945.83
3000151766	10/25/2021	NCS PEARSON INC	62-4310	INV 16305138		291.25
3000151767	10/25/2021	RAINBOW RESOURCE CENTER	62-4310	INV 3552196		467.96
3000151768	10/25/2021	S & H AUTO GLASS INC	62-5800	INV 79326		50.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Board Report

Checks Dated 10/01/2021 through 10/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000151769	10/25/2021	YUROK TRIBE	62-5500	NOV 2021 RENT CAM	400.00	
			62-5612	NOV 2021 RENT CAM	3,500.00	3,900.00
3000151770	10/25/2021	ZOOM VIDEO COMMUNICATIONS INC	62-4312	INV112647107		1,800.00
3000152383	10/28/2021	AMAZON CAPITAL SERVICES	62-4351	INV 1JPH-7KR6-1MR6		308.29
3000152384	10/28/2021	ARMSTRONG, ABBY	62-4710	FOOD PROGRAM APPLESAUCE		99.35
3000152385	10/28/2021	BEGINNINGS INC	62-4710	INV 5864		3,227.75
3000152386	10/28/2021	CITI CARDS	62-4710	COSTCO PURCHASE OF BEVERAGES FOR FOOD PROG	107.92	
				PURCHASE AT COSTCO FOR FOOD PROGRAM	49.76	
			62-5800	UHAUL RENTAL TO PICK UP GENERATORS AT HCOE	104.24	261.92
3000152387	10/28/2021	CRYSTAL CREAMERY	62-4710	TICKET 522281121	63.15	
				TICKET 522288119	63.15	
				TICKET 522295123	63.15	189.45
3000152388	10/28/2021	DEPARTMENT OF JUSTICE CASHIERING UNIT	62-5861	INV 540242		145.00
3000152389	10/28/2021	FEDEX	62-5950	INV 7-526-28202	22.40	
				INV 7-534-20536	29.78	52.18
3000152390	10/28/2021	HARMON, SHANE	62-5800	CLIMBING FOR 6 ORBE STUDENTS		60.00
3000152391	10/28/2021	MCGRAW HILL	62-4110	INV 119887610001		207.18
3000152392	10/28/2021	MENDES SUPPLY COMPANY	62-4351	INV M219517		428.05
3000152393	10/28/2021	SBCSS C/O ROBIN ROBBINS	62-5207	REGISTRATION FOR SELPA CONFERENCE		250.00
3000152394	10/28/2021	SCHOLASTIC	62-4312	INV M7166289		197.78
3000152395	10/28/2021	VALLEY PACIFIC PETROLEUM SERV	62-4364	INV CL 21-420811		89.09
3000152396	10/28/2021	VERUM	62-4351	INV 2543		125.00
3000152397	10/28/2021	YM&C LAW OFFICES	62-5823	INV 73423		3,031.31
Total Number of Checks					81	100,301.79

Fund Summary

Fund	Description	Check Count	Expensed Amount
62	CHARTER SCHOOLS ENTERI	81	100,301.79
	Total Number of Checks	81	100,301.79
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		100,301.79

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Agenda Item 2.

CONSENT AGENDA

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Subject:

2.2 Consideration of Approval of Warrants & Payroll for NU-Siskiyou Charter School

Action Requested:

Approval

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

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

Fiscal Implications:

Warrants: NU-Siskiyou Charter School - \$29,628.40

Payroll: NU-Siskiyou Charter School - \$32,558.85

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

**SISKIYOU COUNTY OFFICE OF EDUCATION
REQUEST FOR WARRANT PROCESSING**

District # 43 District Name: Northern United Siskiyou Charter School BATCH 1011

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund (Other than Capital Outlay)	XXXXXXXX	XXXXXXXX
25	Capital Facilities Fund (Developer Fees)		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
	Northern United Siskiyou Charter School BATCH 1011	26636.15	
	Batch Total		

By order of the governing board, the Siskiyou County Office of Education is authorized to draw warrants to the claimants of said school district as per attached listing:

Trustee _____ Trustee _____
 Trustee _____ Trustee _____
 Trustee _____ Trustee _____
 Trustee _____

District Superintendent/Administrator: *Shari Rose* Date: 10/14/21

Board Approval Date: _____ Mail: _____ Hold: _____

For Siskiyou County Office of Education Use Only

Audited By: _____ Audited Date: _____

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2021

APY250 L.00.06
 DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 1011 2122 NUSCS BATCH 1011
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT REQ#	VENDOR/ADDR NAME (REMIT)	REFERENCE LN	FD RESC Y	OBJT GOAL	FUNC SCH LOCAL	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00599785	000151/	ALSCO								
		PO-220004	1.	62-0000-0-5500-0000-8100-000-00000					INVOICE# LMEDI984683	42.89
				1.	62-0000-0-5500-0000-8100-000-00000				INVOICE# LMEDI98301	42.89
				1.	62-0000-0-5500-0000-8100-000-00000				INVOICE# LMEDI991651	42.89
						WARRANT TOTAL				\$128.67
00599786	000244/	AMAZON CAPITAL SERVICES								
		PO-220109	1.	62-1100-0-4100-1110-1000-000-00000					INVOICE# 1QGM-K4GX-JHW3	79.07
						WARRANT TOTAL				\$79.07
00599787	000019/	AVID CENTER DEPT 270								
		PO-220005	1.	62-0000-0-5300-1110-1000-000-00000					INVOICE# 220005	5,304.00
		PO-220110	1.	62-0000-0-5300-1110-1000-000-00000					INVOICE# 00071889	3,500.00
						WARRANT TOTAL				\$8,804.00
00599788	000065/	BLICK ART MATERIALS								
		PO-220053	1.	62-1100-0-4300-1110-1000-000-00000					INVOICE# 7177252	86.00
		PO-220054	1.	62-1100-0-4300-1110-1000-000-00000					INVOICE# 7179527	38.27
						WARRANT TOTAL				\$124.27
00599789	000075/	CITY OF MT SHASTA								
		PO-220008	1.	62-0000-0-5530-0000-8100-000-00000					ALME 00219 ALDR 01 0825-0928	222.54
						WARRANT TOTAL				\$222.54
00599790	000071/	HUE & CRY INC								
		PO-220012	1.	62-0000-0-5500-0000-8100-000-00000					INVOICE# 790366 1101-1130	190.00
						WARRANT TOTAL				\$190.00
00599791	000024/	LOGMEIN COMMUNICATIONS INC								
		PO-220013	2.	62-0000-0-5912-0000-2700-000-00000					INVOICE# IN7100670633	42.82
				3.	62-0000-0-5912-0000-7200-000-00000				INVOICE# IN7100670633	18.35
				1.	62-0000-0-5912-1110-1000-000-00000				INVOICE# IN7100670633	142.73
						WARRANT TOTAL				\$203.90

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/19/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 1011 2122 NUSCS BATCH 1011
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD RESC Y	OBJT	GOAL	FUNC	SCH	LOCAL	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00599792	000109/	MCGRAW HILL													
		PO-220088	1.	62-3213-0-5800-1110-1000-000-000000							WARRANT TOTAL			INVOICE# 119170896001	1,920.18 \$1,920.18
00599793	000118/	MCLANE MAINTENANCE													
		PO-220014	1.	62-0000-0-5800-0000-8100-000-000000							WARRANT TOTAL			INVOICE#5847	100.00 \$100.00
00599794	000020/	N.C.S.M.I.G.													
		PO-220016	1.	62-0000-0-9514-0000-0000-0000-000000							WARRANT TOTAL			MEDICAL OCTOBER 2021	12,431.00 \$12,431.00
00599795	000013/	PACIFIC POWER													
		PO-220017	1.	62-0000-0-5520-0000-8100-000-000000							WARRANT TOTAL			ACCNT#64034125-00208	446.20 \$446.20
00599796	000023/	RAY MORGAN COMPANY													
		PO-220019	2.	62-0000-0-5600-0000-2700-000-000000										INVOICE# 3481838	109.12
			3.	62-0000-0-5600-0000-7200-000-000000										INVOICE# 3481838	46.77
			1.	62-0000-0-5600-1110-1000-000-000000							WARRANT TOTAL			INVOICE# 3481838	363.74 \$519.63
00599797	000223/	SAVVAS LEARNING CO													
		PO-220102	1.	62-3212-0-4100-1110-1000-000-000000							WARRANT TOTAL			INVOICE# 7027754576	706.35 \$706.35
00599798	000046/	SIGN ENHANCERS INC													
		PO-220106	1.	62-0000-0-4300-1110-1000-000-000000							WARRANT TOTAL			INVOICE# 1681	333.08 \$333.08
00599799	000007/	SISKIYOU COUNTY OFFICE OF ED													
		PO-220022	3.	62-0000-0-5800-0000-7200-000-000000							WARRANT TOTAL			INVOICE# 220304	32.00 \$32.00
00599800	000166/	SISKIYOU DISTRIBUTING													
		PO-220023	1.	62-0000-0-4700-0000-3700-000-000000										INVOICE# 407861	18.00

DISTRICT: 043 NORTHERN UNITED SISKIYOU
BATCH: 1011 2122 NUSCS BATCH 1011
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	SCH	LOCAL	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00599801	000052/	STAPLES ADVANTAGE		1.	62-0000-0-4700-0000-3700-000-00000								WARRANT TOTAL		INVOICE# 408135		19.00 \$37.00
				2.	62-0000-0-4300-0000-8100-000-00000										INVOICE# 3489083014		19.28
				1.	62-0000-0-4300-1110-1000-000-00000										INVOICE# 3489083014		10.37
				1.	62-0000-0-4300-0000-8100-000-00000										INVOICE# 3489083021		52.26
				3.	62-0000-0-4300-1110-1000-000-00000								WARRANT TOTAL		INVOICE# 3489083025		35.07 \$116.98
00599802	000202/	VALLEY PACIFIC PETROLEUM		1.	62-0000-0-4300-1110-1000-000-00000										INVOICE# 21-420811		161.83
				1.	62-0000-0-4300-1110-1000-000-00000								WARRANT TOTAL		INVOICE# 21-420811		79.45 \$241.28

*** FUND TOTALS ***
 TOTAL NUMBER OF CHECKS: 18
 TOTAL ACH GENERATED: 0
 TOTAL EFT GENERATED: 0
 TOTAL PAYMENTS: 18
 TOTAL AMOUNT OF CHECKS: \$26,636.15*
 TOTAL AMOUNT OF ACH: \$.00*
 TOTAL AMOUNT OF EFT: \$.00*
 TOTAL AMOUNT: \$26,636.15*

*** BATCH TOTALS ***
 TOTAL NUMBER OF CHECKS: 18
 TOTAL ACH GENERATED: 0
 TOTAL EFT GENERATED: 0
 TOTAL PAYMENTS: 18
 TOTAL AMOUNT OF CHECKS: \$26,636.15*
 TOTAL AMOUNT OF ACH: \$.00*
 TOTAL AMOUNT OF EFT: \$.00*
 TOTAL AMOUNT: \$26,636.15*

*** DISTRICT TOTALS ***
 TOTAL NUMBER OF CHECKS: 18
 TOTAL ACH GENERATED: 0
 TOTAL EFT GENERATED: 0
 TOTAL PAYMENTS: 18
 TOTAL AMOUNT OF CHECKS: \$26,636.15*
 TOTAL AMOUNT OF ACH: \$.00*
 TOTAL AMOUNT OF EFT: \$.00*
 TOTAL AMOUNT: \$26,636.15*

**Siskiyou County Office of Education
Request for Warrant Processing**

SPECIAL BATCH

BATCH # 1026

District # 43

District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance		
15	Pupil Transportation Equip Fund		
17	Special Reserve Fund Other Than Capital Outlay	XXXXXXXXXX	XXXXXXXXXX
25	Capital Facilities (Developer Fees) Fund		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
62	NORTHERN UNITED SISKIYOU CHARTER SCH	\$ 2992.25	
	Batch Total		

By order of the governing board, the Siskiyou County Office of Education is authorized to draw warrants to the claimants of said school district as per attached listing.

Trustee _____	Trustee _____
Trustee _____	Trustee _____
Trustee _____	Trustee _____
Trustee _____	

District Superintendent *Shari Lewis*

Board Approval Date _____ Mail _____ Hold _____

-For Siskiyou County Office of Education Use Only-

Audited By: _____ Audit Date: _____

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 10/26/2021

APY250 L.00.06
 DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 1026 2122 BATCH 1026 SPECIAL BATCH
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT VENDOR/ADDR NAME (REMIT) DEPOSIT TYPE ABA NUM ACCOUNT NUM
 REQ# REFERENCE LN FD RESC Y OBJT GOAL FUNC SCH LOCAL DESCRIPTION AMOUNT

WARRANT	VENDOR/ADDR NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00600065	000246/ KENS GLASS COMPANY					
	PO-220120	1.	62-3213-0-5800-0000-8100-000-00000		GDEPOSIT	2,995.25
					WARRANT TOTAL	\$2,995.25
*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	1		TOTAL AMOUNT OF CHECKS:	\$2,995.25*
		TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:	1		TOTAL AMOUNT:	\$2,995.25*
*** BATCH	TOTALS ***	TOTAL NUMBER OF CHECKS:	1		TOTAL AMOUNT OF CHECKS:	\$2,995.25*
		TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:	1		TOTAL AMOUNT:	\$2,995.25*
*** DISTRICT	TOTALS ***	TOTAL NUMBER OF CHECKS:	1		TOTAL AMOUNT OF CHECKS:	\$2,995.25*
		TOTAL ACH GENERATED:	0		TOTAL AMOUNT OF ACH:	\$.00*
		TOTAL EFT GENERATED:	0		TOTAL AMOUNT OF EFT:	\$.00*
		TOTAL PAYMENTS:	1		TOTAL AMOUNT:	\$2,995.25*

Agenda Item 2.

CONSENT AGENDA

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

Subject:

2.3 Consideration of Approval of Minutes from the October 14th Board Meeting

Action Requested:

Approval

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

The minutes from prior meetings are inspected, corrected if needed, and approved. This is a routine monthly process for the Board. The minutes for the October 14th, 2021 board meeting are attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Northern United Charter Schools
Board of Directors Regular Board Meeting Minutes

October 14, 2021

4 pm

Members Present: Jere Cox, Melissa Johnson, Jeff Lanphere and Rosemary Kunkler

Members Absent: Bianca Garza

Staff: Shari Lovett, Kirk Miller, Lynda Speck, Tammy Picconi, Rebekah Davis, Julia Anderson, Sarah Schaefer, Sara Thompson, Jennifer Rand, Rachel Brill and Julie Smith

Guests: Janice Lourenzo

1.0 CALL TO ORDER: Jere Cox called the meeting to order at 4:05 pm.

1.1 PLEDGE OF ALLEGIANCE

1.2 ADOPT THE AGENDA: A motion to approve the agenda as posted was made by Rosemary Kunkler and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Melissa Johnson – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.

2.0 CONSENT AGENDA:

2.1 Approval of Warrants and Payroll for Northern United-Humboldt Charter School

2.2 Approval of Warrants (batches 0907, 0910, 0923, 1004) and Payroll for Northern United-Siskiyou Charter School

2.3 Approval of the Board Minutes for the September 9, 2021 Board Meeting

2.4 Approval of the Resignations, Hires, Leaves, and Change of Assignments

2.5 Approval of Williams' Uniform Complaint, Quarterly Report for Northern United-Humboldt Charter School

2.6 Approval of Williams' Uniform Complaint, Quarterly Report for Northern United-Siskiyou Charter School

A motion to approve the consent agenda as posted was made by Jeff Lanphere and seconded by Rosemary Kunkler. Vote taken: Jere Cox – Aye, Melissa Johnson – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.

3.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA: None

4.0 ACTION ITEMS TO BE CONSIDERED:

4.1 Public Hearing Regarding Sufficiency of Instructional Materials for Northern United-Humboldt Charter School: Jere Cox opened the hearing at 4:10pm. There were no comments. Jere Cox closed the hearing at 4:11pm.

4.2 Approval of Resolution regarding Sufficiency of Instructional Materials for Northern United-Humboldt Charter School: A motion to approve the resolution regarding sufficiency of instructional materials for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Melissa

Johnson -Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.

- 4.3 **Public Hearing Regarding Sufficiency of Instructional Materials for Northern United-Siskiyou Charter School:** Jere Cox opened the hearing at 4:13pm. No comments or questions. Jere Cox closed the hearing at 4:13pm.
- 4.4 **Approval of Resolution regarding Sufficiency of Instructional Materials for Northern United-Siskiyou Charter School:** A motion to approve the resolution regarding sufficiency of instructional materials for Northern United-Siskiyou Charter School was made by Melissa Johnson and seconded by Jeff Lanphere. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
- 4.5 **Approval of ESSER III Plan for Northern United-Humboldt Charter School:** Shari explained the need for this plan and that all stakeholders were sent a survey to complete for input on how to spend the funds. A motion to approve the ESSER III plan for Northern United-Humboldt Charter School was made by Jeff Lanphere and seconded by Rosemary Kunkler. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
- 4.6 **Approval of ESSER III Plan for Northern United-Siskiyou Charter School:** Shari explained the need for this plan and that all stakeholders were sent a survey to complete for input on how to spend the funds. A motion to approve the ESSER III plan for Northern United-Siskiyou Charter School was made by Melissa Johnson and seconded by Rosemary Kunkler. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
- 4.7 **Approval of Employee Policy Handbook (second reading):** Shari Lovett explained the process that was followed and that this is the final copy. A motion to approve the Employee Policy Handbook with corrections made by Jeff Lanphere and seconded by Rosemary Kunkler. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
- 4.8 **Approval of MOU between Northern United-Humboldt Charter School and Northern United-Siskiyou Charter:** Shari Lovett went over the MOU and informed the board that there were already additions to the MOU that were not reflected on this copy. A motion to table this item until the next board meeting was made by Rosemary Kunkler and seconded by Jeff Lanphere. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
- 4.9 **Approval of the Food Services Agreement between Northern United-Humboldt Charter School and Beginnings. INC:** Shari Lovett went over the agreement with the board. A motion to approve the food services agreement between Northern United-Humboldt Charter School and Beginnings INC was made by Rosemary Kunkler and seconded by Jeff Lanphere. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
- 4.10 **Approval of MOU between Siskiyou County Office of Education and Northern United-Siskiyou Charter School for Social/Emotional Learning Professional Development:** Shari Lovett explained the service that the Siskiyou Office of Education offers to districts. A

motion to approve the MOU between Northern United-Siskiyou Charter School and Siskiyou County Office of Education for Social/Emotional Learning Professional Development was made by Melissa Johnson and seconded by Jeff Lanphere. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.

4.11 Approval of MOU between Siskiyou County Office of Education and Northern United-Siskiyou Charter School for History/Social Science Community of Practice: Shari Lovett reported that this is another service that the county office offers. A motion to approve the MOU between Northern United-Siskiyou Charter School and Siskiyou County Office of Education for History/Social Science Community of Practice was made by Jeff Lanphere and seconded by Rosemary Kunkler. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.

4.12 Approval of MOU between Siskiyou County Office of Education and Northern United-Siskiyou Charter School for CALI Reads Project: Shari Lovett reported that this is another service that the county office offers. A motion to approve the MOU between Northern United-Siskiyou Charter School and Siskiyou County Office of Education for CALI Reads Project was made by Rosemary Kunkler and seconded by Jeff Lanphere. Vote taken: Melissa Johnson-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.

5.0 DISCUSSION ITEMS:

5.1 Student Services Policy Handbook (first reading): Shari Lovett went over the student policies with the board members. Board will review and email Shari if they have questions or find typos.

5.2 Plan for Northern United Charter Schools' 2021-2022 Annual Goals: Shari Lovett went over the plan to address the three annual goals that the board agreed upon.

6.0 REPORTS:

6.1 Enrollment and Attendance Report: In board packet

6.2 Financial Activity Reports: In board packet

6.3 Director's Report: Shari Lovett discussed the following topics:

- COVID testing for employees
- Generators from Humboldt County Office of Education
- Vaccination mandate update

6.4 Northern United-Humboldt Charter School Report: In board packet

6.5 Northern United-Siskiyou Charter School Report: In board packet

6.6 Board Reports:

Melissa Johnson: welcomed Jeff Lanphere back and that it was nice to be closer for the board meetings. She reported that the YM&C training she attended was good.

Rosemary Kunkler: wanted to give a shout out to Tammy Picconi for her financial reports and how easy they are to read, Rebekah Davis, Julie Smith and Kirk Miller for their monthly board reports about what is happening in the schools, Lynda Speck for recording the minutes every month and Lacy Conti for the newsletter.

Jeff Lanphere: said it was good to be back.

Jere Cox: felt that we are almost back to normal, masked but in-person learning is happening for our students. He toured the proposed facility. He spoke of wanting to find a place that is large enough to house the records office. He wants to know the cost of digitizing old records. He will be out for a surgery for the November and December board meetings.

7.0 NEXT BOARD MEETING:

7.1 Possible Agenda Items: Facility update, Unaudited Actuals for Northern United-Siskiyou Charter School, Vaccination Testing Policy, Independent Study Policy, Student Services Policy Handbook (second reading)

7.2 Next Board Meeting: Next board meeting is November 10, 2021 at 4:00pm.

8.0 OPEN SESSION BEFORE CLOSED SESSION

8.1 Review of Closed Session Items: Jere Cox reviewed the item(s) to be discussed in closed session.

8.2 Closed Session Open Hearing: Jere Cox opened the hearing at 5:34. There were no comments on closed session item and Jere Cox closed the open hearing at 5:34

8.3 Adjourn to Closed Session: Jere Cox adjourned the meeting to closed session at 5:34

8.3.1 Conference with Real Property Negotiations (54956.8) Under Negotiations: Price and Terms of Payment.

9.0 RECONVENE IN OPEN SESSION: Jere Cox reconvened to open session at 6:14pm

9.1 Report of Action Taken: No action taken

10.0 ADJOURNMENT: Jere Cox adjourned the meeting at 6:15pm.

Authorized Board Signature _____ Date _____

Respectfully Submitted By Lynda Speck

Agenda Item 2.

CONSENT AGENDA

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Subject:

2.4 Consideration of Resignations, Hires, Leaves, and Change of Assignments

Action Requested:

Approval

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

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

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck



Northern United Charter Schools

Resignations, Hires, and Leaves

Through the Month of: 9/30/2021

Resignations

Name	Date	Location	Comments
Robert Bray	10/27/2021	Teacher @ Yreka L.C.	Resigned

HIRES

Name	Date	Location	Comments
Evelyn Marrero Martinez	10/14/2021	Mt. Shasta L.C.	Custodian
Stefani McDonald	10/14/2021	Yreka L.C.	Custodian
Gabe Whitson	10/11/2021	Yreka and Mt. Shasta	Spec. Ed. Tutor/ Aide

Leaves

Name	Date	Location	Comments
Alina Alishoev	fall semester	Briceland Learning Center	Maternity Leave
Cerelia Barbato	until Jan, 2022	NU-Siskiyou	Medical Leave

Change Of Assignment

Name	Date	Location	Comments
Laurie Gardner	10/15/2021	Mt. Shasta L.C.	Decreased to a .20
Rachael Brill	10/15/2021	Mt. Shasta L.C.	Increase to a 1.0

Agenda Item 3.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Subject:

3.1 Comments by the Public

Action Requested:

None

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

Board members or staff may choose to respond briefly to Public Comments.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.1 Public Hearing: Education Effectiveness Block Grant Plan for NU-HCS

Action Requested:

None

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

This public hearing is an opportunity for members of the public to comment on the plan for the Education Effectiveness Block Grant for NU-HCS. These funds may be used to support professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff. Funds can be expended for any of the following purposes:

- Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.
- Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.
- Practices and strategies that reengage pupils and lead to accelerated learning.
- Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.
- Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.
- Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.
- Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.
- New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).
- Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to EC Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.
- Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Fiscal Implications:

\$123,061

Contact Person/s: Shari Lovett

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Northern United - Humboldt Charter School	Shari Lovett Director	slovett@nucharters.org (707) 445-2660 Ext. 110
Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
\$123,061	November 10, 2021	December 9, 2021

EC.41480

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

- (1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one’s self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Induction for beginning teachers				\$6,000	\$6,000	12,000.00
Coaching for new administrators		\$6,000				6,000.00
Subtotal	0.00	6,000.00	0.00	6,000.00	6,000.00	18,000.00

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Horticulture CTE pathway	\$24,353	\$24,354	\$24,354			73,061.00
Subtotal	24,353.00	24,354.00	24,354.00	0.00	0.00	73,061.00

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
PBIS professional development				\$5,000	\$5,000	10,000.00
Subtotal	0.00	0.00	0.00	5,000.00	5,000.00	10,000.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Ethnic studies professional development			\$5,000	\$5,000		10,000.00
Subtotal	0.00	0.00	5,000.00	5,000.00	0.00	10,000.00

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Early childhood education professional development		\$6,000	\$6,000			12,000.00
Subtotal	0.00	6,000.00	6,000.00	0.00	0.00	12,000.00

Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	6,000.00	0.00	6,000.00	6,000.00	18,000.00
Subtotal Section (2)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (3)	24,353.00	24,354.00	24,354.00	0.00	0.00	73,061.00
Subtotal Section (4)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (5)	0.00	0.00	0.00	5,000.00	5,000.00	10,000.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	5,000.00	5,000.00	0.00	10,000.00
Subtotal Section (10)	0.00	6,000.00	6,000.00	0.00	0.00	12,000.00
Totals by year	24,353.00	36,354.00	35,354.00	16,000.00	11,000.00	123,061.00

Total planned expenditures by the LEA:
123,061.00

Note:

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

Educator Effectiveness Block Grant 2021 for Northern United - Humboldt Charter School

- specific purchases made;
- the number of the following educators who received professional development:
 - Teachers;
 - Administrators;
 - Paraprofessional educators;
 - Classified staff.

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.2 Public Hearing: Education Effectiveness Block Grant Plan for NU-SCS

Action Requested:

None

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

This public hearing is an opportunity for members of the public to comment on the plan for the Education Effectiveness Block Grant for NU-SCS. These funds may be used to support professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff. Funds can be expended for any of the following purposes:

- Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.
- Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.
- Practices and strategies that reengage pupils and lead to accelerated learning.
- Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.
- Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.
- Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.
- Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.
- New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).
- Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to EC Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.
- Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Fiscal Implications:

\$42,276

Contact Person/s: Shari Lovett

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Northern United - Siskiyou Charter School	Shari Lovett Director	slovett@nucharters.org 707.445.2660
Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
\$42,276	November 10, 2021	December 9, 2021

EC-41480

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

- (1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one’s self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Induction for new teachers				\$6,000	\$6,000	12,000.00
Coaching for new administrators						
Internship program for paraprofessional		\$12,000				12,000.00
Subtotal	0.00	12,000.00	0.00	6,000.00	6,000.00	24,000.00

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
PBIS Professional Development				\$3,000	\$3,000	6,000.00
Subtotal	0.00	0.00	0.00	3,000.00	3,000.00	6,000.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Ethnic studies professional development			\$2,276			2,276.00
Subtotal	0.00	0.00	2,276.00	0.00	0.00	2,276.00

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Professional development in ECE for certificated staff		\$5,000	\$5,000			10,000.00
Subtotal	0.00	5,000.00	5,000.00	0.00	0.00	10,000.00

Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	12,000.00	0.00	6,000.00	6,000.00	24,000.00
Subtotal Section (2)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (3)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (4)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (5)	0.00	0.00	0.00	3,000.00	3,000.00	6,000.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	2,276.00	0.00	0.00	2,276.00
Subtotal Section (10)	0.00	5,000.00	5,000.00	0.00	0.00	10,000.00
Totals by year	0.00	17,000.00	7,276.00	9,000.00	9,000.00	42,276.00

Total planned expenditures by the LEA:
42,276.00

Note:

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

Educator Effectiveness Block Grant 2021 for Northern United - Siskiyou Charter School

- specific purchases made;
- the number of the following educators who received professional development:
 - o Teachers;
 - o Administrators;
 - o Paraprofessional educators;
 - o Classified staff.

Agenda Item 4.
ACTION ITEMS TO BE CONSIDERED

Subject:

4.3 Approval of the MOU between NU-HCS & NU-SCS

Action Requested:

Approval

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

Because NU-HCS and NU-SCS have the same federal tax ID number, the payroll for those employees working for both entities must be completed by one county office. HCOE completes the payroll for some individuals and the individuals are paid by NU-HCS. NU-SCS reimburses NU-HCS for their share of the cost of these employees. The payroll for other employees is completed through SCOE and paid by NU-SCS. NU-HCS then reimburses NU-SCS for their portion. See attached MOU with Attachment A and B.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi



Northern United Charter Schools

Learning Today, Leading Tomorrow

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Shari Lovett

Board of Directors

Jere Cox – President

Bianca Garza – Vice President

Rosemary Kunkler

Jeff Lanphere

Melissa Johnson

Memorandum of Understanding Between Northern United-Humboldt Charter School and Northern United-Siskiyou Charter School 2021-2022

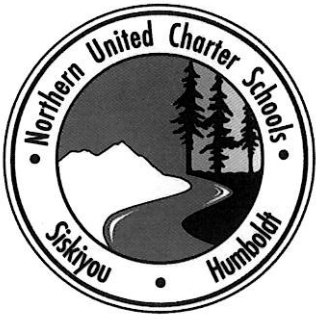
Northern United-Humboldt Charter School (NU-HCS) and Northern United-Siskiyou Charter School (NU-SCS) share the same federal tax ID number. Therefore, the payroll for employees who work for both schools must be completed through only one school's County Office payroll system.

NU-HCS agrees to run the payroll for the shared employees of Humboldt. NU-SCS agrees to run payroll for the shared employees of Siskiyou. The employees included in the Humboldt MOU, as well as their associated costs, are listed on Attachment A. The employees included in the Siskiyou MOU, as well as their associated costs, are listed in Attachment B.

Both NU-HCS and NU-SCS will invoice each other two times a year once by December 10, 2021 and the other by May 10, 2022. The contracted services invoice shall include the appropriate salary percentage of the employee's FTE and applicable payroll benefits (PERS, STRS, FICA, Medicare, Alternate Retirement, Health Benefits, and Workers Comp). The term of this agreement is from July 1, 2021 through June 30, 2022.

Chairman of the Board
Northern United Charters Schools

School Director
Northern United Charter Schools



Northern United Charter Schools

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School Director

Shari Lovett

Board of Directors

Jere Cox – President

Bianca Garza – Vice President

Rosemary Kunkler

Jeff Lanphere

Melissa Johnson

ATTACHMENT A AMMENDED

Qty.	Employee	Position	FTE	
1	Block, Mitch	Psychologist	.10	\$10,273.57
1	Churchill-Bos, Janna	Director of Special	.30	\$32,337.54
1	Fraser, Judith	Learning Record Checker	.50	\$42,587.08
1	Kennedy, Roxanne	Registrar	.30	\$23,619.76
1	Kerr, Wendy	Counselor	.10	\$8,685.40
1	Lindauer, Asiana	Student Records	.30	\$19,513.88
1	Lovett, Shari	Director	.20	\$30,980.00
1	Miller III, Harold Kirk	Regional Director	.60	\$13,583.34
1	Mueller, Timothy	Director of Technology	.20	\$20,237.16
1	Nakoa, Melissa	Counselor	.50	\$41,033.62
1	Picconi, Tammy	Director of Fiscal Services	.10	\$10,384.30
1	Speck, Lynda	Director of Personnel	.10	\$9,603.10
1	Sylvia, Jennah	ELO Intervention Teacher	.10	\$8,278.08
1	Sylvia, Jennah	Special Education	.15	\$12,349.41
1	Smith, Ryan	Special Education	.35	\$29,647.04
1	Lyons-Tinsley, Tomire	Special Education	.20	\$16,941.16
1	Hardy, Tracy	Speech Pathologist	.10	\$15,519.98



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School Director

Shari Lovett

Board of Directors

Jere Cox – President

Bianca Garza – Vice President

Rosemary Kunkler

Jeff Lanphere

Melissa Johnson

ATTACHMENT B

Qty.	Employee	Position	FTE	Contracted Services
1	Miller III, Harold Kirk	Regional Director	.40	\$37,705.27
1	Jimenez Rojas, Maria	SGL	.20	\$9,504.00

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.4 Approval of the Independent Study Policy - Revised

Action Requested:

Approval

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

The Board is to review and approve any revisions to a policy. This policy has been updated to include legal changes required by AB130 and AB167. The current policy follows the proposed policy.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

S-08 Independent Study Policy

Adopted 9/20/2018, 11/14/2019, 11/12/2020

Revised and Adopted on

Northern United Charter Schools shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. Northern United Charter Schools shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Northern United Charter Schools' Board of Directors for implementation at the Charter School:

- For pupils in all grade levels and programs offered by Northern United Charter Schools, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
- The Administrator or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - When any pupil fails to complete three (3) assignments during any period of twenty (20) school days.
 - In the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs four (4) and five (5).
 - The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - Learning required concepts, as determined by the supervising teacher.
 - Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
- A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

- Northern United Charter Schools shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

- Northern United Charter Schools has adopted tiered reengagement strategies for the following pupils:
 - All pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or ten (10) percent of the required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar.
 - Pupils found not participatory pursuant to Education Code Section 51747.5 for more than the greater of three (3) schooldays or 60% of the scheduled days of synchronous instruction in a school month as applicable by grade span
 - Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include, but are not necessarily limited to, all of the following:

- Verification of current contact information for each enrolled pupil;
- Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation;
- A plan for outreach from Northern United Charter Schools to determine pupil needs including connection with health and social services as necessary;
- A clear standard for requiring a pupil-parent-educator conference shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph four (4) of subdivision (g) of Education Code Section 51747.

The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

- For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.

- For pupils in grades 4 through 8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the

school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.

- For pupils in grades 9 through 12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.
- The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: The Charter School will provide options for local schools with in-person instruction.
- A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
 - For the 2021-2022 school year only, Northern United Charter Schools shall obtain a signed written agreement for an independent study program of any length of time no later than thirty (30) days after the first day of instruction in an independent study program or October 15, whichever date comes later.

Northern United Charter Schools shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder.

The Northern United Charter Schools' School Director may establish regulations to implement these policies in accordance with the law.

S-08 Independent Study Policy

Northern United Charter Schools, which operates Northern United - Humboldt Charter School and Northern United - Siskiyou Charter School, shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. Northern United Charter Schools shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Northern United Charter Schools Board of Directors for implementation at the Charter School:

- 1) For pupils in all grade levels and programs offered by Northern United Charter Schools, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
- 2) The Administrator or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete three (3) assignments during any period of twenty (20) school days.
 - b. In the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

- 3) Northern United Charter Schools shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

- 4) Northern United Charter Schools has adopted tiered reengagement strategies for all pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follow:
 - a. Verification of current contact information for each enrolled pupil;
 - b. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation;
 - c. Outreach from the Charter School to determine pupil needs including connection with health and social services as necessary;
 - d. When the evaluation described above under paragraph 2.b. is triggered to consider whether remaining in independent study is in the best interest of the pupil, a pupil-parent-educator conference shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.

- 5) The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:
 - a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.
 - b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.
 - c. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic

communication or the internet or any combination of these formats as determined by the written independent study agreement.

- 6) The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: The Charter School will provide options for local schools with in-person instruction.
- 7) A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - ◆ The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - ◆ The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - ◆ The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - ◆ A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - ◆ The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - ◆ A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - ◆ A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

- ◆ The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - ◆ Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
- 8) Northern United Charter Schools shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder.
- 9) The Administrator shall establish regulations to implement these policies in accordance with the law.

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.5 Approval of the Transportation Safety Plan Policy - Revised

Action Requested:

Approval

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

The Board is to review and approve any revisions to a policy. This policy was reviewed and updated by our legal counsel. The current policy follows the proposed policy.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

S-36 Transportation Safety Plan Policy

Because Northern United Charter Schools provides transportation to or from a Northern United Charter Schools' school activity, the Northern United Charter Schools' Board of Directors approved the following transportation safety plan, which contains procedures for Northern United Charter Schools' personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each Northern United Charter Schools' campus and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Northern United Charter Schools' policies and procedures, including violation of safety procedures in a school vehicle, could result in discipline pursuant to the Northern United Charter Schools' discipline policy. This policy applies to all Northern United Charter Schools' vehicles when used to transport any Northern United Charter Schools' students to or from a Northern United Charter Schools' school activity.

Crossing the Street

If the school site or school activity destination is located on the opposite side of the street from where the school vehicle is parked, and students exiting the school vehicle must cross the street to arrive at the school site or school activity destination, the students must be physically escorted by the driver across that street and under the driver's direction and supervision. The driver must physically get out of the school vehicle to assist the students safely across the street.

Procedures for Kindergarten through Eighth Grade Students Regarding Boarding and Exiting the School Vehicle

Northern United Charter Schools has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from a school vehicle.

Boarding:

- Students shall board or exit the school vehicle ONLY at the assigned stop or school activity destination.
- Students shall board the vehicle in an orderly manner.
- Students are to find their seat as quickly as possible and sit down facing the front of the school vehicle.
- Students are to remain seated at all times while the school vehicle is in motion.
- Students are to maintain a noise level which will allow the driver to hear approaching traffic.
- Students are to follow the directions of the driver while they are aboard the school vehicle.
- Students are responsible to follow all rules and regulations.

Exiting:

- Students shall stay seated until the vehicle comes to a complete stop.

- Once the driver has stopped the vehicle completely and opened the door, students are to unload seat by seat.
- Students remaining on the vehicle are to remain seated until the vehicle stops at their assigned stop or school activity destination.
- Students will unload the vehicle in an orderly manner.
- Students shall exit the vehicle only at their assigned stop or school activity destination.
- Students are to move away from the vehicle as they unload. Students shall not get underneath the vehicle to retrieve a book, paper or some other article. The student should always tell the driver and have the driver get the article for them.
- Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
- Students must avoid trespassing on other people's property and stay on sidewalks when possible.

Procedures for All Northern United Charter Schools' Students to Follow as They Board or Exit a School Vehicle at or Other School Activity Locations.

Northern United Charter Schools has created the following procedures to govern the safe entry and exit of all students from a Northern United Charter Schools' school vehicle at or other school activity location.

Boarding the School Vehicle at School Site or School Activity Location:

- The driver will monitor the students' entry onto the vehicle to ensure an orderly and safe entry for all students.
- The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school vehicle(s) to wait. When the students are ready to load, Northern United Charter Schools' staff shall inform the driver, and the driver will begin the boarding process.

Exiting the School Vehicle at School Site or School Activity Location:

Upon arrival at the school or school activity destination, the driver will select an area where the vehicle can be lawfully parked and the boarding/exiting of students can be reasonably controlled.

- The driver will confer with the Northern United Charter Schools' teacher/head chaperone regarding the time and location where the group will assemble to reload the vehicle(s).
- When it is clear and safe to do so, the driver will have the students exit the vehicle.
- When the Northern United Charter Schools' teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.

Students exiting the school vehicle at either Northern United Charter Schools or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from staff and the driver(s).

General rules of conduct for all students:

- Students are not to play in or be in the street or private property.

- Students should not approach a school vehicle until it comes to a complete stop at the assigned location;
- Students should board and exit the vehicle in an orderly fashion, with no pushing or shoving.
- Students should understand the driver is in charge at all times, and students should follow the driver's directions.
- Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported in the school vehicle.

Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Vehicle

Northern United Charter Schools' employees should always be involved and active in the supervision of the loading and unloading of students at and on activity trips to ensure no student is left unattended in a school vehicle or school activity vehicle.

Northern United Charter Schools' employees shall adhere to the following procedures:

- Before leaving the school for a school activity, the teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
- Once the school vehicle reaches the destination, the teacher/head chaperone shall be the first person to exit the vehicle and will note each student who exits the vehicle by comparing the exiting students against the class roster.
- Before leaving the school vehicle unattended, a Northern United Charter Schools' staff member/chaperone will check each seat and area on the floor by each seat to ensure no students are present.
- Once all students and staff/chaperones have exited the school vehicle(s), but before leaving for the designated activity, the teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
- The teacher/head chaperone will discuss with the driver a way to contact each other in the event it is later discovered a student is still in the school vehicle.

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

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

Instruction in Emergency Procedure and Passenger Safety

Northern United Charter Schools shall ensure that all students who are transported in a school vehicle receive instruction in emergency procedures and passenger safety.

Instruction for all Students Prior to Departure on School Trip

Prior to departure on a school activity trip, Northern United Charter Schools shall provide safety instruction to all students riding in a school vehicle. This instruction shall include, but not be limited, to the following:

- Use and location of any emergency equipment and/or first aid kit.
- Procedures for students entering and exiting the school vehicle and crossing the street as set forth in this Plan.
- Instruction on how to use the passenger restraint systems, including but not limited to the following:
 - Proper fastening and release of the passenger restraint system;
 - Acceptable placement of passenger restraint systems on students; and
 - Times when the passenger restraint systems should be fastened and released.

Upon completion of the safety presentation, the driver shall have the teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

Operation of School Vehicle When Visibility Reduced to 200 Feet or Less

Northern United Charter Schools' drivers of school vehicles shall have the authority to discontinue school vehicle operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

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

- The school vehicle driver will notify the School Director that atmospheric conditions have reduced visibility to 200 feet or less.
- The Northern United Charter Schools' School Director may consult with legal counsel as needed.
- The Northern United Charter Schools' School Director may direct that the school vehicle operation will be suspended or delayed to the extent required by the conditions. The length of time for the suspension or delay of school vehicle operation shall be at the discretion of the School Director.

Northern United Charter Schools desires to provide safe and efficient transportation to students as necessary to ensure student access to the educational program and enrichment opportunities. In determining the extent to which the school will provide transportation services, the school shall weigh student and community needs against the cost of providing such services.

The school may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with another LEA.

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

The school may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 -Transportation Fees.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety. (cf. 3516 - Emergencies and Disaster Preparedness Plan)

With the school's authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)
3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)
4. School employees, parents/guardians, and adult volunteers traveling to and from educational activities authorized by the district (Education Code 39837.5)

Transportation For School-Related Trips

The School may provide transportation for students, employees, and other individuals for field trips and other school-related trips approved according to school policy and administrative regulation.

The Director or designee shall determine the most appropriate and cost-effective mode of transportation for each approved trip. He/she may authorize the use of district vehicles, contract to provide transportation, or arrange transportation by the use of other vehicles.

The Director or designee shall ensure that the district or contractor has sufficient liability insurance for transportation on school-related trips.

When school transportation is provided, students may be released from using district transportation only with the advance written permission of their parents/guardians.

School-related organizations requesting transportation shall be fully responsible for the costs of their trips unless funding has been approved by the Board.

The Director or designee may authorize the transportation of students by private vehicle when the vehicle is driven by an adult age 21 or older who possesses a valid California driver's license or, if he/she is a nonresident on active military duty in California, possesses a valid license from his/her state of residence. To be approved, a driver shall have a good driving record and possess at least the minimum insurance required by law. Any person providing transportation to district students in a private vehicle shall register with the district for such purposes.

Drivers shall receive safety and emergency instructions which shall be kept in their vehicle.

All student passengers shall submit permission slips signed by their parents/guardians. Teachers shall ensure that each driver has a copy of the permission slip for each student riding in his/her vehicle. The number of passengers, including the driver, shall not exceed the capacity for which the vehicle was designed. Trucks may not transport more persons than can safely sit in the passenger compartment. The driver shall ensure that the manufacturer's recommendations for his/her vehicle are followed regarding the seating of children in seats equipped with airbags.

The driver or any other person shall not smoke or have in his/her immediate possession a lighted pipe, cigar, or cigarette containing tobacco or any other plant when there is a minor in the motor vehicle.

Transportation For Students With Disabilities

Northern United Charter Schools desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Director or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school vehicle transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

Prior to driving a school vehicle, each driver shall inspect the vehicle to ensure that the vehicle is in safe operating condition and equipped as required by law, and that all equipment is in good working order.

At the completion of each trip, the driver shall prepare and sign a written report of the condition of the equipment. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the vehicle. If no defect or deficiency is discovered or reported, the driver shall so indicate on the report. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the school vehicle.

Passenger Restraint Systems

The Director or designee shall ensure that any school van or student activity vehicle which is purchased or leased by the school is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions.

When a school vehicle, student activity vehicle or private vehicle used for school purposes is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

School vans, student activity vehicles and personal vehicles used for school purposes shall not be operated whenever the number of passengers exceeds seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 3 9834)

Drivers for school activity trips may discontinue operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Director or designee may place a notice at vehicle entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a school vehicle without prior authorization. (Education Code 39842; 13 CCR 1256.5)

Before departing on a school activity trip, all students riding in a school vehicle shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Vehicle Accidents

In the event of a school vehicle accident, the driver shall immediately notify the CHP and the Director or designee. The driver shall not leave the immediate vicinity of the vehicle to seek aid unless necessary. (13 CCR 1219)

The Director or designee shall maintain a report of each accident that occurred on public or private property involving a school vehicle with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Director or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

The Director or designee shall review all investigations of school vehicle incidents and accidents to develop preventative measures.

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.6 Approval of the Student Policy Handbook - Second Reading

Action Requested:

Approval

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

The NUCS Policy and Procedures Handbook was reviewed by our lawyers and separated into Student, Employee and Administrative policies. These are the student policies. The Board is to review and approve any changes to a policy and this is a second reading.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Northern United Charter Schools

Student Policy Handbook



First Reading: October 14, 2021

Adopted on (-----)

Northern United Charter Schools

Student Policy Handbook

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S-01 Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

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

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

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

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

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

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

S-02 Suicide Prevention Policy

Northern United Charter Schools' Board of Directors recognizes that suicide is a leading cause of death among youth and should be taken seriously. Northern United Charter Schools' personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Northern United Charter Schools' Board of Directors has developed measures and strategies and procedures for suicide prevention, intervention, and postvention.

In compliance with Education Code Section 215, this policy has been developed in consultation with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. Northern United Charter Schools must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, Northern United Charter Schools shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The Northern United Charter Schools' School Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

A. Staff Development

Northern United Charter Schools, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;

- How to talk with a student about thoughts of suicide;
- How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
- Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care; and
 - Youth who have suffered a traumatic experience.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Northern United Charter Schools' guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Northern United Charter Schools' guidelines;
 - Northern United Charter Schools-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - Northern United Charter Schools'-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - Responding after a suicide occurs (suicide postvention);
 - Resources regarding youth suicide prevention;
 - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of Northern United Charter Schools must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

B. Parents, Guardians, and Caregivers Participation and Education

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, schools shall share this policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This suicide prevention policy shall be prominently displayed on the Charter School Web page
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

C. Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Northern United Charter Schools along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

Northern United Charter Schools' instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

Northern United Charter Schools' instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

Northern United Charter Schools will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

D. Intervention and Emergency Procedures

Northern United Charter Schools will designate the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Director
- School Psychologist
- School Counselor

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at the Charter School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;
 - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;

- Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
 3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
 4. After a referral is made, the Charter School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
 5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
 6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on a Northern United Charter Schools' campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Northern United Charter Schools' School Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Northern United Charter Schools' School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Northern United Charter Schools' staff may receive assistance from the Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off a Northern United Charter Schools' campus and unrelated to school activities, the Northern United Charter Schools' School Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.

6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

E. Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in Northern United Charter Schools' activities to notify a teacher, the School Director, another Charter School administrator, psychologist, Charter School counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Northern United Charter Schools' staff members should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

F. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. Northern United Charter Schools shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Director to:
 - Confirm death and cause;
 - Identify a staff member to contact deceased's family (within 24 hours);
 - Enact the Suicide Postvention Response;
 - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
 - Notification (if not already conducted) to staff about suicide death;
 - Emotional support and resources available to staff;
 - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
 - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
 - Review of protocols for referring students for support/assessment;
 - Talking points for staff to notify students;
 - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;

- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify what social media platforms students are using to respond to suicide death, and identify/train staff to monitor social media outlets if needed;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
 - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
 - Support siblings, close friends, teachers, and/or students of deceased
 - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

S-03 Transitional Kindergarten Policy

Northern United Charter Schools desires to offer a high quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social and emotional skills they need to succeed in kindergarten and beyond.

Northern United Charter Schools' transitional kindergarten shall be the first year of a two-year kindergarten program. The Northern United Charter Schools' Board of Directors encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation and evaluation.

For information regarding eligibility, programming, and program assessments, please refer to Education Code section 48000 or contact the Administrative Office.

S-04 Student Grading, Promotion, and Retention Policy

Grading Policy

Students attending Northern United Charter Schools will earn grades based on their demonstration of mastery of the California Content Standards. Grades will include student performance on in-class work, homework, assessments, and other components as applicable to each content area. The following table indicates the ways in which letter, percentage, and rubric grades will be used at Charter School and what these grades mean in terms of a student's level of mastery of the State Content Standards.

There will be school-wide standards for grading. Teachers will be trained on Northern United Charter Schools' policy and will work with the School Director and teachers to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of State Content Standards.

Northern United Charter Schools promotes students to the next grade level at the end of each school year. Northern United Charter Schools does not allow mid-year promotions.

Promotion Policy

Basis for Promotion and Advancement

Northern United Charter Schools understands that a solid academic foundation at each grade level is critical for success in challenging academic programs ahead and ultimately college. Our curriculum is designed to ensure that students master benchmarks necessary on the road to success. Therefore, we believe that we would do our students a grave disservice to promote them to the next grade or level without out their having demonstrated a sufficient level and depth of mastery.

Grade Level Promotion

Promotion to the next grade is dependent upon sufficient mastery of all subjects. Sufficient mastery in a subject is indicated by a grade of 70% or better. All grades will be calculated based upon a student's achievement in three areas: homework, tests and quizzes, and individual teacher assessments. While teachers will have some flexibility in determining the exact percentage of the total grade that each carries, the percentages must fall within the school guidelines.

For English Learners, retention will not be based on the student's lack of English fluency as related to meeting English standards.

Continuation to Kindergarten

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance. A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten.

Retention Policy

Students who are in danger of being retained will receive one (1) or more communication(s)/progress reports from the teacher in whose class the student is struggling prior to the close of the grading period.

Teacher, parent, and student will work together to come up with a strategy for grade improvement. In the event that a student is unable to improve their grade, the Charter School will provide written notification of its decision to retain the student.

While retention due to lack of effort is not something to be celebrated, we believe that when students recognize their mistakes and make a conscious decision to do better – that is something worth celebrating. Therefore, we will cultivate a school atmosphere where retention is not something to be ashamed of, but rather it is an indication that a student is willing to persevere and do the hard work necessary to be a leader who truly exhibits Northern United Charter Schools' values.

S-05 Assessment Data Policy

Northern United Charter Schools determines the reading and mathematics levels of all new students enrolling in the Charter School to assess and place them at an academic level where they can be successful and continue to learn. Northern United Charter Schools will take into consideration the following multiple objective academic measures of pupil performance:

- Interim and Summative Assessments from previous school (“CAASPP”)
- End of course final, summative assessment grade measuring student mastery on state-adopted standards with a grade of C or better, and demonstrating sufficient preparation for the course.
- Current IEP assessment information
- Results from a charter approved diagnostic assessment administered in the first month of school or enrollment selected from the following list:
 - Scholastic Reading Inventory (“SRI”)
 - STAR 360 (STAR Math and STAR Reader assessment diagnostic tool)
 - Fry
 - San Diego Quick Assessment
 - Brigance

Teachers will be required to maintain an assessment folder for each of their students.

S-06 Mathematics Placement Policy

This policy has been adopted to establish a fair, objective, and transparent protocol for placement in mathematics courses for students entering 9th grade, in order to ensure the success of every student and to meet the Legislative intent of the California Mathematics Placement Act of 2015.

In determining the mathematics course placement for entering 9th grade students, Northern United Charter Schools systematically takes multiple objective academic measures of student performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”);
- Placement tests that are aligned to state-adopted content standards in mathematics;
- Recommendation, if available, of each student’s 8th grade mathematics teacher based on classroom assignments and grades;
- Recommendation, if any, of each student’s 9th grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
- Final grade in mathematics on the student’s official, end of the year 8th grade report card;
- Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year as described in Section 2, below.

Northern United Charter Schools will provide at least one (1) placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress. All mathematics teachers responsible for teaching 9th grade students will assess the mathematics placements for each 9th grade student assigned to the teacher’s mathematics class. The teacher’s assessment will take into consideration factors which may include, but are not limited to, the student’s classroom assignments, quizzes, tests, exams, grades, classroom participation, and any comments provided by the student, the student’s parent/legal guardian, and/or the student’s other teachers regarding the student’s mathematics placement. Based on the assessment, the teacher will then recommend that the student remain in the current mathematics placement or be transferred to another mathematics placement, in which case the teacher shall specify the mathematics course or level recommended for the student.

The Northern United Charter Schools’ School Director, or designee, shall examine aggregate student placement data annually to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures included in Section 1 of this policy are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. Northern United Charter Schools shall annually report the aggregate results of this examination to the Northern United Charter Schools’ Board of Directors.

Northern United Charter Schools offers clear and timely recourse for each student and the student’s parent or legal guardian who questions the student’s placement, as follows:

- A parent/legal guardian of any 9th grade student may submit a written request to the School Director, or designee, that:
 - Requests information regarding how the student’s mathematics placement was determined. Within five (5) days of receipt, the Northern United Charter Schools’ School Director or designee shall respond in writing to the parent/legal guardian’s request by providing the information, including the objective academic measures that Northern United Charter Schools relied upon in determining the student’s mathematics placement.
 - Requests that the student retake the placement test, in which case the School Director or designee will attempt to facilitate the retest within two (2) weeks.
 - Requests that the student retake the 8th grade end of course final mathematics assessment, in which case the School Director or designee will attempt to facilitate the retest within two (2) weeks.
 - Requests reconsideration of the student’s mathematics placement based on objective academic measures. Within five (5) school days of receipt, the Northern United Charter Schools’ School Director or designee shall respond in writing to the parent/legal guardian’s request. The School Director or designee and the student’s mathematics teacher must assess the objective academic measures provided by the parent in conjunction with the objective academic measures identified in Section 1 and 2 of this policy. Based on this assessment, the School Director or designee must determine whether the most appropriate mathematics placement for the student is the student’s current placement or another placement, in which case the School Director shall specify the mathematics course or level recommended for the student. The School Director’s or designee’s response must provide the determination as well as the objective academic measures that the School Director or designee relied upon in making that determination.
 - Notwithstanding the foregoing, if the School Director or designee requires additional time to respond to a parent/legal guardian’s request, the School Director or designee will provide a written response indicating that additional time is needed. In no event shall the School Director’s or designee’s response time exceed one (1) month.
 - If, after reconsideration of the student’s mathematics placement by the School Director or designee, the parent/legal guardian is dissatisfied with the student’s mathematics placement, the parent/legal guardian may choose to sign a voluntary waiver requesting that the student be placed in another mathematics course against the professional recommendation of the School Director or designee, acknowledging and accepting responsibility for this placement.

Northern United Charter Schools shall ensure that this mathematics placement policy is posted on its website.

This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

S-07 Student Acceptable Use Policy/Google Apps for Education

Northern United Charter Schools adopts this Student Use of Technology Policy and Acceptable Use Agreement.

New technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. Northern United Charter Schools offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The Northern United Charter Schools' Board of Directors intends that technological resources provided by the school be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

Educational Purpose

Use of Northern United Charter Schools' equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

“Educational purpose” means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by Northern United Charter Schools from time to time.

“Inappropriate use” means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Notice and Use

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

Before a student is authorized to use Northern United Charter Schools' technological resources, the student and the student's parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student's parent/guardian shall agree not to hold Northern United Charter Schools or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless Northern United Charter Schools and Charter School personnel for any damages or costs incurred.

Safety

Northern United Charter Schools shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While Northern United Charter Schools is able to exercise reasonable control over content

created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither Northern United Charter Schools nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the School Director or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using Charter School computers, laptops, or tablets to access the internet or online services while receiving instruction at a Northern United Charter Schools' facility and may have teacher aides, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

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

The School Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.¹ Students are expected to follow safe practices when using Charter School technology.

¹ "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

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

As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site, including, but not limited to:
 - Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
 - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent) impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - Creating a false profile for the purpose of having one or more of the effects of bullying. A "false profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- An act of cyber sexual bullying. The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or

Northern United Charter Schools advises students:

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

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to Northern United Charter Schools, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Northern United Charter Schools' computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Director or designee shall block access to such sites on Charter School computers with Internet access.

The Director or designee shall oversee the maintenance of Northern United Charter Schools' technological resources and may establish guidelines and limits on their use.

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

Student use of school computers, networks, and Internet services is a privilege, not a right. Compliance with Northern United Charter Schools' policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Google Apps for Education

Northern United Charter Schools utilizes Google Apps for Education for students, teachers, and staff. The following services are available to each student and hosted by Google as part of Northern United Charter Schools' online presence in Google Apps for Education (GAFE):

Mail - an individual email account for school use managed by Northern United Charter Schools. Students may exchange mail only with others within Northern United Charter Schools (i.e., only with others having a *username@nucharters.org*) email address.

Calendar - an individual calendar providing the ability to organize daily activities and assignments.

Docs - a word processing, spreadsheet, drawing, and presentation toolset that is similar to Microsoft Office.

Sites - an individual and collaborative website creation tool.

Classroom - a tool allowing teachers to create and collect assignments paperlessly.

Using these tools, students collaboratively create, edit and share files and information for school related projects and communicate via email with other students and teachers. These services are entirely online and available anytime from any Internet connected computer. Examples of student use include showcasing class projects, building an electronic portfolio of school learning experiences, and working in small groups on presentations. GAFE services may be added or removed as deemed appropriate by Northern United Charter Schools.

Guidelines for the Responsible Use of Google Apps for Education by students:

1. **Official Email Address.** Students will be assigned a *username@nucharters.org* email account. This account will be considered the student's official Northern United Charter Schools email address until such time as the student is no longer enrolled with the Charter School.
2. **Prohibited Conduct.** The *Student Acceptable Use Policy* above applies to GAFE.
3. **Access Restriction.** Access to and use of student email is considered a privilege accorded at the discretion of Northern United Charter Schools. Northern United Charter Schools maintains the right to immediately withdraw the access and use of these services including email when there is reason to believe that violations of law or Northern United Charter Schools' policy have occurred. In such cases, the alleged violation will be referred to a school Administrator for further investigation and adjudication.
4. **Security.** Northern United Charter Schools cannot and does not guarantee the security of electronic files located on Google systems. Although Google does have a powerful content filter in place for email, the Charter School cannot assure that users will not be exposed to unsolicited information.
5. **Privacy.** The general right of privacy will be extended to the extent possible in the electronic environment. Northern United Charter Schools and all electronic users should treat electronically stored information in individuals' files as confidential and private. However, Northern United Charter Schools reserves the right to access computer records and communications, files, and other data stored on Charter School equipment or sent over Northern United Charter Schools' networks including but not limited to *username@nucharters.org* Google systems and current and archival files of user accounts. Such communications, files, and data may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there

is a reasonable suspicion that the student is engaging in an inappropriate use. Users of student email accounts are strictly prohibited from accessing files and information other than their own.

For more information on GAFE, visit www.nucharters.org.

Opting Out of Google Apps for Education

You may opt out of GAFE by notifying Northern United Charter Schools in writing. Please be aware that because of the ever-increasing role that technology plays in all of our daily lives, opting-out of GAFE may diminish the overall quality of your child's education. To opt-out of GAFE, write to:

Shari Lovett, School Director
Northern United Charter Schools' Administration Office
2120 Campton Rd., Suite H
Eureka, CA 95503

S-07a Acceptable Use Agreement

Northern United Charter Schools believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Northern United Charter Schools' technology resources. Students are expected to:
 - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
 - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Northern United Charter Schools' technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While Northern United Charter Schools is able to exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither Northern United Charter Schools nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and the student's parent/guardian agree not to hold Northern United Charter Schools or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless Northern United Charter Schools, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of Charter School equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Northern United Charter Schools' technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Northern United Charter Schools' policy or local law. These include but are not limited to:
 - a. Playing games or online gaming.
 - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
 - c. Installing software on Northern United Charter Schools' equipment without the permission of a teacher or other authorized Charter School staff person.
 - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
 - e. Conducting any activity that is in violation of school policy, the student code of conduct or local, state or federal law.

- f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
 - g. Conducting for-profit business.
 - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
 - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
 - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
 - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
5. **No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Northern United Charter Schools and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. Northern United Charter Schools reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Northern United Charter Schools' equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
 6. **Disruptive Activity.** Students should not intentionally interfere with the performance of Northern United Charter Schools' network or intentionally damage any Charter School technology resources.
 7. **Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Northern United Charter Schools' network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
 8. **Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Northern United Charter Schools' technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
 9. **Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Acceptable Use of Technology Policy/Google Apps for Education and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties. Northern United Charter Schools encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

As a user of Northern United Charter Schools' technologies, I have read Student Acceptable Use Policy/Google Apps for Education and hereby agree to comply with it and the Acceptable Use Agreement.

I understand that computer use is a privilege and not a right. I understand that if I violate this policy in any way, I will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages Northern United Charter Schools' property, including but not limited to Charter School technology, equipment and networks, or fails to return Northern United Charter Schools' property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct, up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Northern United Charter Schools may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. When the minor and parent are unable to pay for the damages, Northern United Charter Schools will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

Student Name (please print): _____ Grade: _____

Student Signature: _____ Date: _____

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____

For School Employees Only

I have read, understand and agree to abide by the Student Acceptable Use Policy/Google Apps for Education and the Acceptable Use Agreement. I understand that Northern United Charter Schools' policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the school's technology, in addition to any separate policies governing employee use of technology.

Employee Signature: _____

Employee Name (Please Print) _____

S-08 Independent Study Policy

Adopted 9/20/2018, 11/14/2019, 11/12/2020

Revised and Adopted on

Northern United Charter Schools shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. Northern United Charter Schools shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Northern United Charter Schools' Board of Directors for implementation at the Charter School:

- For pupils in all grade levels and programs offered by Northern United Charter Schools, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
- The Administrator or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - When any pupil fails to complete three (3) assignments during any period of twenty (20) school days.
 - In the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs four (4) and five (5).
 - The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - Learning required concepts, as determined by the supervising teacher.
 - Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
- A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
- Northern United Charter Schools shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

- Northern United Charter Schools has adopted tiered reengagement strategies for the following pupils:
 - All pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or ten (10) percent of the required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar.
 - Pupils found not participatory pursuant to Education Code Section 51747.5 for more than the greater of three (3) schooldays or 60% of the scheduled days of synchronous instruction in a school month as applicable by grade span
 - Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include, but are not necessarily limited to, all of the following:

- Verification of current contact information for each enrolled pupil;
- Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation;
- A plan for outreach from Northern United Charter Schools to determine pupil needs including connection with health and social services as necessary;
- A clear standard for requiring a pupil-parent-educator conference shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph four (4) of subdivision (g) of Education Code Section 51747.

The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

- For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.
- For pupils in grades 4 through 8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.
- For pupils in grades 9 through 12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned

supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.

- The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: The Charter School will provide options for local schools with in-person instruction.
- A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case

of a pupil who is referred or assigned to any school, class or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
 - For the 2021-2022 school year only, Northern United Charter Schools shall obtain a signed written agreement for an independent study program of any length of time no later than thirty (30) days after the first day of instruction in an independent study program or October 15, whichever date comes later.

Northern United Charter Schools shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder.

The Northern United Charter Schools' School Director may establish regulations to implement these policies in accordance with the law.

S-09 Missed Assignment Policy

Per California Education Code Section 51747, Northern United Charter Schools maintains a Board policy establishing **three (3)** as the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study.

Evaluation after Missed Assignments

After **three (3)** missed assignments during any period of twenty (20) school days an evaluation will be conducted by the Administrator and/or designee and supervising teacher to determine whether it is in the best interests of the pupil to remain enrolled in independent study. The Evaluation After Missed Assignments may include but is not limited to the review of the following:

- 1) Attendance based on completion of assignments as quantified by the assigned supervising teacher;
- 2) Demonstration of skills on assignments;
- 3) Standardized test scores;
- 4) Written tests and reports if appropriate;
- 5) Oral or written presentations;
- 6) Pupil's attitude toward learning and achievement;
- 7) Punctual attendance at scheduled appointments;
- 8) Ability to meet scheduled appointments;
- 9) Preparedness for scheduled appointments;
- 10) Pupil demonstration of adequate and appropriate progress toward
- 11) Common Core State Standards;
- 12) Appropriate learning environment;
- 13) Parent(s)/guardian(s) ability to support pupil learning in the home.

As part of the evaluation process, the pupil, parent(s), guardian(s) or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder (all generally referred throughout as "Parent(s)") will be invited to present evidence to the individual or individuals conducting the evaluation. During this meeting, the School will determine whether it is in the best interest of the pupil to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's mandatory interim record.

Evaluation of Educational Progress

An evaluation will be conducted by the Administrator and/or designee and supervising teacher to determine whether it is in the best interests of the student to remain enrolled in independent study in the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:

- 1) The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
- 2) The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- 3) Learning required concepts, as determined by the supervising teacher.
- 4) Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

Tiered Reengagement Strategies and Charter School Conference

Northern United Charter Schools has adopted tiered reengagement strategies for all students who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code section 51747(g). These procedures are as follows:

- 1) Verification of current contact information for each enrolled student;
- 2) Notification to parents or guardians of lack of participation within one (1) school day of the absence or lack of participation;
- 3) Outreach from the Charter School to determine student needs including connection with health and social services as necessary; and
- 4) When an evaluation described above under the sections titled "**Evaluation of Educational Progress**" or "**Evaluation After Missed Assignments**" is triggered to consider whether remaining in independent study is in the best interest of the student, a student-parent-education conference shall be required to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the student's written independent study agreement.

Additional Consideration for Pupils with a Section 504 Plan or IEP

If Northern United Charter Schools recommends removal from independent study as a result of the Evaluation After Missed Assignments, above, and the pupil has a Section 504 Plan or individualized education program ("IEP"), the Charter School shall schedule an IEP meeting or Section 504 meeting (as applicable) following applicable legal timelines, to determine the following:

- 1) Whether the missed assignments were caused by or had a direct and substantial relationship to the pupil's disability; or
- 2) Whether the missed assignments were the direct result of the Charter School's failure to implement the IEP or Section 504 Plan, as applicable.

If the answer to either (1) or (2), above, is yes, then the missed assignments were a manifestation of the pupil's disability and the Charter School will follow applicable state and federal laws to ensure that the pupil is offered a free appropriate public education.

If the answer to both (1) and (2), above, is no, then the pupil may be removed from independent study consistent with this policy.

This meeting may be combined with the Evaluation After Missed Assignments meeting, referenced above, at the discretion of the Northern United Charter Schools.

Notice of Decision and Opportunity to Request a Hearing Prior to Removal

Once the Evaluation is complete, if it is determined that it is not in the best interest of the pupil to remain enrolled in the independent study program, the parent(s)/guardian(s) shall be notified in writing of Northern United Charter Schools intent to remove the pupil as it is not in their best interest to remain in independent study. The Notice shall be in the native language of the parent(s)/guardian(s) and provided no less than five (5) schooldays before the effective date of pupil's removal. The Notice shall include the following:

- 1) Northern United Charter Schools intent to remove the pupil as it is not in their best interest to remain in independent study:
- 2) The opportunity of the parent(s)/guardian(s) to request a hearing that follows the same procedures as Northern United Charter Schools' disciplinary hearing. parent(s)/guardian(s) (or the pupil if over 18) must submit the request for hearing writing within five (5) calendar days from the date of the Notice.
- 3) If parent(s)/guardian(s) or pupil over 18 requests a hearing:
 - a. It will be scheduled following Northern United Charter Schools' expulsion hearing procedures as outlined in the Charter School's approved charter.
 - b. The pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision.
 - c. If, as a result of the hearing, the student is dis-enrolled, notice will be sent to the student's last known school district of residence within thirty (30) calendar days.
 - d. A hearing decision not to dis-enroll the student does not prevent Northern United Charter Schools from making a similar recommendation in the future should student truancy occur or re-occur.
- 4) If no hearing is requested, the pupil shall be removed from Northern United Charter Schools on the date listed on the notice.

A written record of the findings of any Evaluation conducted pursuant to this policy shall be treated as a mandatory interim student record. The record shall be maintained for a period of three (3) years from the date of the evaluation and, if the student transfers to another California public school, the record shall be forwarded to that school.

S-10 Instructional Funds Policy

Instructional funds are money allocated for each Independent Study student, not attending a learning center, enrolled with Northern United Charter Schools. These funds will be used for the student's educational needs. The amounts of funding that is allocated to the instructional fund accounts will be based upon the student's enter date. The maximum dollar amount will be set for each year prior to the first day of school. **All items purchased with Instructional Funds are the property of Northern United Charter Schools. All non-consumable materials must be returned to Northern United Charter Schools at the end of the school year for re-use.**

Instructional funds for students enrolled in a center based program will be combined into that center's budget and used to pay for the materials and services you receive through the learning center. This means there are no individual instructional funds accounts separate from the center. Even though these center based programs do not have individual instructional fund accounts, this policy still applies for any requested purchases of materials or services by the center as a whole (or any individual student of the center).

A Northern United Charter Schools' teacher will meet with each student's parent/guardian at the start of each semester to assess the necessary academic materials and services for the student. The teacher will ensure that the Charter School makes all necessary purchases for the student up to the maximum dollar amount of the instructional funds; no actual money will be given to the parent/guardian.

All requests for the use of instructional funds must go through the teacher who will submit the proper forms to the business office for approval. No materials or services may be purchased without approval from the Northern United Charter Schools' administration office. The business office will be responsible for tracking all student accounts.

All students at Northern United Charter Schools will be provided all supplies and/or equipment that are necessary for their core-academic programs and services. Instructional funds can be used to purchase additional supplies, equipment, and/or services, which will enhance the educational program of the student.

Student instructional funds are applied for the year in which they are generated with no rollover from a previous year. Once one school year ends, the student's funding will end for that year also. New funding will begin on the next school year start date at the amounts stated for the student budget for that particular school year.

Some examples of materials and services that **may be** purchased with instructional funds include, but are not limited to, the following:

- Textbooks and workbooks, in addition to the core curriculum materials
- Core subject tutoring and small group instruction
- Manipulatives
- Supplemental school supplies and equipment
- Art Supplies
- Art Lessons
- Music Supplies
- Music Lessons

- PE services
- Drivers Education
- Materials for electives

Below is a more detailed criteria of the materials and services that may and may not be purchased using instructional funds.

Criteria of Materials That Can Be Purchased with Instructional Funds:

Definition: ADA funding is received for the purpose of supporting new learning for a student and some minimal practice of those newly learned skills. Therefore, ADA funding may be spent for basic educational items that support new learning and that fall into these categories:

Materials must be used to meet student standards for the student for whom the materials are being purchased.

The following purchases are acceptable:

- Basic school and office supplies adequate for learning basic course skills (non-professional or school grade only).
- Enough basic raw materials for learning basic course skills in one learning record documented educational project: fabrics, wood, yarn enough for one project, (Exception: no food purchases allowed) (Teachers are responsible for monitoring quantities of items purchased).
- Art supplies that are of student grade only (non-professional supplies).
- Basic equipment for documented learning as needed by student: sewing machine, cassettes players, manipulatives, cameras, tools (not power tools).

The following types of items are not acceptable:

- Furniture
- Internal computer parts for non-school owned computers
- Ready-made clothes
- Ready-made jewelry
- Toys
- Personal hygiene items
- Personal PE items including but not limited to: skis, bicycles and clothing
- Home and office equipment including but not limited to: faxes, copiers, telephones, answering machines, TVs, VCRs and DVD/CD Players
- Kitchen equipment including but not limited to: popcorn poppers, trays, plates, silverware
- Yard equipment including but not limited to: grass watering kits, garden ponds, swimming pools
- Picture frames

Materials must not be sectarian nor denominational.

The following types of items are strictly prohibited:

- Religious materials of any type: Books, CD- ROMS, CDs, Videos, Cassettes, Tapes, Posters, etc.

Materials must not expose teachers, students or staff to any dangerous materials or serious injury.

The following types of items are strictly prohibited:

- Poisons
- Knives
- Bows and Arrows
- Darts with sharp points
- Trampolines
- Swimming pools
- Rocket engines
- Weapons
- Power tools
- Large or heavy items must be limited to those items which the teacher can easily transport.

All materials purchased with instructional funds must be represented in the Learning Records for the student.

All requests for the use of instructional funds will be reviewed by Northern United Charter Schools' administration who may request further information from the teacher and/or parent/student.

Services purchased with instructional funds must be for the educational development of the student.

The following services are acceptable (including, but not limited to):

- Academic tutoring and small group instruction
- Music lessons
- Art lessons
- PE courses (Gymnastics, Martial Arts, Swimming, Tennis – must be offered through an insured instructor or staff member)
- Driver's Education courses

The following services are not acceptable (including, but not limited to):

- Boxing lessons
- Diving lessons
- Scuba diving
- Mountain bike riding
- Rock climbing
- Any service that may involve physical activities that could put the student, teacher or staff in danger. If the activity is not listed above as an acceptable service then the Northern United Charter Schools' administration office will review each requested service to ensure that it meets the safety standards of the Charter School.

Northern United Charter Schools may request proof of insurance from any business or person before approving for a service to begin. Additional insurance for any service may not be purchased through instructional funds.

All person(s) or businesses that perform services which are to be paid for with instructional funds must be cleared through the Northern United Charter Schools' administration office PRIOR to the start of the services being rendered.

Northern United Charter Schools reserves the right to refuse any purchase from any business and/or person for any reason permitted under the law.

S-11 Volunteer, Visitation, and Removal Policy

While Northern United Charter Schools encourages parents/guardians and interested members of the community to visit a Charter Schools' campus, including all learning/resource centers and view the educational program, Northern United Charter Schools also endeavors to create a safe environment for students and staff. Additionally, parents volunteering in the classroom can be extremely helpful to our teachers and valuable to our students. We thank all parents for their willingness to volunteer in this manner.

To ensure the safety of students and staff as well as to minimize interruption of the instructional program, Northern United Charter Schools has established the following procedures, to facilitate volunteering and visitations during regular school days:

Definitions

- A “*visitor*” is defined as any person seeking to enter the school building who is not an employee of Northern United Charter Schools or a student currently enrolled in that building. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.
- A “*volunteer*” is defined as any person who voluntarily offers and provides a service to Northern United Charter Schools with Charter School approval without receiving compensation.

Volunteering

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

- Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
- A volunteer shall also have on file with Northern United Charter Schools a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Northern United Charter Schools' Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with pupils.
- Volunteering must be arranged with a teacher and School Director or designee, at least forty-eight (48) hours in advance.
- A volunteer may not volunteer in the classroom for more than three (3) hours per month.
- Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to

volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.

- Information gained by volunteers regarding students (e.g., academic performance or behavior) is to be maintained in strict confidentiality.
- Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
- Volunteer hours are applied to the non-mandatory 20 hours of volunteering requested pursuant to Northern United Charter Schools' charter petition.
- This Policy does not authorize Northern United Charter Schools to permit a parent/guardian to volunteer or visit the Charter School campus, if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

Visitation

Visits during school hours should first be arranged with the teacher and School Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the teacher and the School Director or designee.

All visitors (including volunteers) shall register in the Visitors Log Book and complete a Visitor's Permit in the main office immediately upon entering any school building or grounds when during regular school hours. When registering, the visitor is required to provide their name, address, age (if under 21), their purpose for entering school grounds, and proof of identity.

All visitors (including volunteers) must comply with Northern United Charter Schools' health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing, etc.) may be denied registration. When recommended or required by federal, state or local health departments or agencies, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Northern United Charter Schools reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Northern United Charter Schools shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by the Charter School, consistent with the law. The Northern United Charter Schools' Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

For purposes of school safety and security, the Northern United Charter Schools' School Director or designee may design a visible means of identification for visitors while on school premises.

Except for unusual circumstances, approved by the Northern United Charter Schools' School Director, visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.

While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher and School Director's written permission.

Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.

The Northern United Charter Schools' School Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

The Northern United Charter Schools' School Director may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school or disrupt the school or its pupils or school activities. Any visitor who is directed to leave by the School Director or designee will not be permitted to return to the Charter School campus for at least seven (7) days.

The Northern United Charter Schools' School Director or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Northern United Charter Schools' orderly operation. Consent shall be reinstated whenever the School Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the Charter School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The School Director shall grant such a hearing not later than seven (7) days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

The Northern United Charter Schools' School Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the Northern United Charter Schools' School Director or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.

Any visitor that is denied registration or has his/her registration revoked may request a conference with the Northern United Charter Schools' School Director. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the Northern United Charter Schools' School Director with fourteen (14) days of the denial or revocation of consent. The Northern United Charter Schools' School Director shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the

conference. A conference with the Northern United Charter Schools' School Director shall be held within seven (7) days after the Northern United Charter Schools' School Director receives the request. If no resolution can be agreed upon, the Northern United Charter Schools' School Director shall forward notice of the complaint to the Northern United Charter Schools' Board of Directors. The Northern United Charter Schools' Board of Directors shall address the complaint at the next regular board meeting and make a final determination.

At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Northern United Charter Schools' School Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this policy.

The Northern United Charter Schools' School Director or designee may seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

Penalties

Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor which is punishable by a fine of up to \$500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.

Under California Education Code section 44811, any parent, guardian, or other person whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction by a fine of no less than \$500.00 (five hundred dollars) and no more than \$1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both the fine and imprisonment.

Disruptive conduct may lead to Northern United Charter Schools' pursuit of a restraining order against a visitor, which would prohibit the visitor from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

Injuries Occurring While Acting as a Volunteer

Unsalaries volunteers shall be considered employees of Northern United Charter Schools for workers' compensation insurance purposes. If injured while serving as volunteers in the school, they should file workers' compensation insurance forms provided by the business office.

S-12 Meetings within the Home Policy

It is the policy of Northern United Charter Schools to allow employees and contracted personnel or any representative of Northern United Charter Schools to go to a student's home to provide instruction and to complete the required Learning Record meeting, as needed. Home visits are at the complete discretion of the employees and contracted personnel. To be clear, employees and contracted personnel may choose not to meet in a student's home, with or without cause, to provide instruction and to complete the required Learning Record meeting.

If a home visit is utilized, Parents/Guardians are responsible for ensuring the following:

- There must be someone over the age of twenty-five (25) present in the home to supervise the visit with the student. If the student is home alone or with an under-age person, the meeting must be rescheduled for a time when adequate supervision is available.
- Advance notification to the employee or contracted personnel of any animals in the home. If the employee or contracted personnel expresses any concern, animals must be secured in an area without access to the employee/personnel.
- Notification to the employee/personnel of any health and safety issues that may impact the employee's/personnel's visit, such as construction, smokers, weapons, illness or other medical conditions in the home.
- All firearms must be locked in a safe or other locking container out of reach of children or students at all times during the employee's/personnel's visit.

If the employee/personnel declines a request to meet in the home, a meeting can be scheduled at a school resource center or a neutral public location, such as a library or restaurant in alignment with the terms of each student's master agreement.

S-13 Field Trip Policy

Northern United Charter Schools recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to enhance students' education wherever possible.

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

Teachers are encouraged to plan, promote and produce appropriate, effective, exciting and valuable educational field trips and excursions to expand student knowledge base and growth.

The Northern United Charter Schools' School Director or designee shall ensure that the field trips and excursions have an adequate number of adults attending and are monitored and are continually evaluated, thereby, ensuring that the activities promote the philosophy, goals and objectives of Northern United Charter Schools' educational program.

The Northern United Charter Schools' School Director or designee shall not approve any activity that the School Director or designee considers to be inherently dangerous to students. The School Director shall ensure:

- The proposed field trip or cultural excursion relates to the Charter School's educational objectives
- The correct ratio of adult to students is met for supervision of the activity
- A means of transportation to and from the activity is arranged
- Adequate restroom facilities, food and water will be available during the activity

A first aid kit shall be in the possession of or immediately available to the teacher in charge or an accompanying employee at all times during the student field trip or excursion. Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip.

The School Director or designee shall ensure that the following items will be adhered to for all field trips and excursions:

Request for Approval

- A Field Trip Request Form must be filled out and sent to the Cutten Resource Center for approval at least one (1) week prior to the day of departure. Overnight field trips and field trips out of the county or state must have Board approval. Requests to the Northern United Charter Schools' Board of Directors must be submitted a minimum of thirty (30) days prior to the next regularly scheduled Board meeting and must include a complete itinerary of the trip, drivers, and waiver forms.
- A list of chaperones must be submitted to the charter office **PRIOR** to departure. Chaperones must be over 21 years of age. The chaperone/student ratio cannot be less than one adult per six students. On overnight field trips more chaperones may be required.

- A student roster of all students who are going on the field trip must be prepared and one copy must be submitted to the Cutten Resource Center **PRIOR** to departure and one copy must be given to each chaperone.

Permission Slips

- Every student must have a completed “blanket” field trip form on file before the student can go on any day field trips. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for their child to participate in the water activities.
- For overnight or out of District field trips, a Field Trip/Excursion Waiver Form must be completely filled out and signed by a parent/guardian and submitted to the resource center in Cutten for every student planning on attending the field trip **PRIOR** to the departure date of the trip.
- All persons making the field trip or excursion shall be deemed to have waived all claims against Northern United Charter Schools or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims.
- Parents/guardians will have advance notice of any upcoming field trip or excursion and have the option to withdraw their permission for their child to attend that field trip or excursion. Northern United Charter Schools shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

Items that will be included on the permission slip are:

- Emergency phone number for each student;
- Any medication the student is required to take with the time and dosage required;
- Any medications the student is allergic to;
- Any other medical information necessary to ensure the student’s safety; and
- Waiver described above.

A copy of a completed and signed permission slip will be kept at Northern United Charter Schools’ resource center and one copy will be given to the teacher or teachers to take on the field trip or excursion.

Even though we would like to include every student, there may be a situation when the Charter School must use its discretion to exclude a student from a field trip or excursion when that student’s presence and participation would pose a safety or disciplinary risk.

Northern United Charter Schools provides student accident insurance which covers medical expenses arising from student injuries while at a Charter School learning center or while participating in a school sponsored off campus activity. The family’s health insurance is primary, but if there is no health insurance, Northern United Charter Schools student accident insurance becomes primary. Information and applications for student accident insurance are available from Northern United Charter Schools’ insurance coordinator.

The teacher coordinating the field trip will be present to supervise the field trip or excursion, except in unusual circumstances when a replacement teacher is assigned because of an unexpected unavailability. The School Director will be designated as the emergency contact for the group on the field trip or excursion. Any injuries or unusual incidents occurring during the field trip or excursion will be documented in writing by the coordinating teacher and given to the School Director or designee.

Northern United Charter Schools' employees and volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion.

Students are under the jurisdiction of the school at all times during the field trip or excursion and school rules are to be adhered to at all times. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and the use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.

Transportation

Northern United Charter Schools shall take reasonable precautions to ensure that all employees and volunteers who transport students are responsible and capable operators of the vehicles to be used. If travel is not by bus, the legal occupancy limit of ten (10) occupants (including the driver) must not be exceeded, all speed notices must be strictly adhered to and students are to be seated with individual seatbelts at all times.

All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity vehicle. Any employee or volunteer convicted of a felony shall not be permitted to transport Northern United Charter Schools' students on school business.

Any privately owned vehicle used in the transportation of students to and from the activity must be safe and reliable. At all times during the field trip or excursion, teachers, staff, and parents/guardians will use the safest mode of transportation and the safest and most direct routes of travel.

Field trips requiring the transportation of students in private vehicles must submit to the Cutten Resource Center prior to the field trip the following items:

- A list of all drivers
- A Proof of Insurance form, showing an Insurance minimum of \$100,000/\$300,000 Liability with Uninsured Motorist coverage, for each driver must be on file at the Cutten Resource Center.
- A copy of their Driver's License and Vehicle Registration.
- A criminal background check conducted by the California Department of Justice ("DOJ"). Employees or volunteers whose DOJ report reveals a Driving Under the Influence conviction shall not be permitted to transport students or operate any vehicle on Northern United Charter Schools business for ten (10) years from the date of the conviction. Any employee or volunteer convicted of a felony shall not be permitted to transport Charter School students on Northern United Charter Schools business.
- A Field Trip Driver Form for each driver needs to be sent in to the Cutten Resource Center.
- A Department of Motor Vehicles record. Employees or volunteers with driving records with two (2) points or more shall not be permitted to transport students or operate any vehicle for school field trips and excursions.
- A written statement acknowledging that their insurance carrier is the primary agent responsible for insurance during the field trip or excursion.

Field trips requiring the transportation of students in buses shall have at least one certificated employee in attendance on the bus at all times.

Review of Emergency and Safety Procedures

Every student must wear a seatbelt. The number of passengers to be transported in a vehicle is not to exceed the number of seatbelts.

Northern United Charter Schools **DOES NOT** provide collision or comprehensive coverage for owners driving and transporting school children.

The teacher in charge will make sure that each student has an emergency card on file and that the information is current. The teacher in charge will bring on the field trip with them the emergency contact information for every student on the trip including relevant phone numbers, contact persons and the nearest emergency agency (name, address, and phone numbers).

Parent Volunteers

Parents who volunteer to chaperone field trips are there as volunteers for the school trip, not to be there just for their child.

For the volunteer's safety and that of all the students in the parent volunteer's car the following rules will apply to all volunteer drivers:

- All school rules apply to students in the volunteer's car. Volunteer drivers are free to appropriately manage student behavior as necessary to maintain safety.
- All California driving laws must be followed including all child restraint laws: No texting or distracted driving, hands-free phone use only.
- No movies may be shown in vehicles.
- No side trips allowed, including gasoline stops. Please be sure to have enough gas before leaving on the trip.
- Be sure to review maps and directions from the teacher prior to leaving.
- No purchases for students should be made on the field trip including food or treats for students in the car.
- Call the Charter School Office immediately if a problem occurs.
- **UNDER NO CIRCUMSTANCES SHALL STUDENTS TRANSPORT OTHER STUDENTS.**

The Northern United Charter Schools' School Director or designee will choose the number of volunteers needed to insure that there is adequate supervision of students.

Siblings

A sibling is defined as a non-Northern United Charter Schools enrolled minor.

Siblings are not allowed to participate in school related field trips as their presence increases the Charter School's liability and may deflect from the supervision of enrolled students.

Non-Volunteer Parents

Northern United Charter Schools understands parents' concerns in sending their child on a field trip without their presence. However, if the number of drivers and chaperones has been fulfilled and a parent wanting to participate is not needed, the following restrictions will apply:

- Parents cannot participate in the Charter School arranged transportation to and from the venue. They must arrive separately and may not transport students, except for their own child.
- Their child is under the supervision of Northern United Charter Schools during the field trip and therefore cannot go off with their parent. If a parent wishes to remove their child from the group,

the parent must sign their child out, take custody and respect that the field trip has ended for that student.

Defraying Expenses of Field Trips and Excursions

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

Northern United Charter Schools complies with AB 1575 regarding pupil fees. Complaints regarding noncompliance with AB 1575 may be filed with the School Director under the Uniform Complaint Policy and Procedures.

Non-School-Sponsored Field Trips/Excursions

Northern United Charter Schools defines a non-school-sponsored field trip/excursion as one that is organized and promoted by an outside organization whether or not it is of an educational value or is somehow connected to a particular course of study. This includes trips that are organized by organizations that may be affiliated with Northern United Charter Schools (i.e., parent organizations, cultural groups, etc.):

- Students who miss school will receive an unexcused absence.
- Teachers are not responsible for creating school work ahead of time.
- Students must make up missed academic work.
- Northern United Charter Schools has no responsibility to provide travel.
- Any employee of Northern United Charter Schools who attends a non-sponsored field trip/excursion does so voluntarily and is not acting as an employee of Northern United Charter Schools.
- If a non-sponsored field trip/excursion is promoted on Northern United Charter Schools' property, all materials must clearly state that this is a non-sponsored school field trip/activity.
- No insurance coverage will be provided by Northern United Charter Schools.
- Northern United Charter Schools assumes no legal or financial responsibility for non-sanctioned field trips.

S-14 Administration of Medication Policy

Northern United Charter Schools' staff is responsible for overseeing the administration of medication to students attending Northern United Charter Schools during regular school hours, including before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one overnight stay from home. It is imperative that practices followed in the administration of medication be carefully delineated to ensure the safety of our students and the legal protection of our employees.

Definitions

- “*Authorized health care provider*” means an individual who is licensed by the State of California to prescribe medication.
- “*School nurse*” means an individual who is currently a credentialed and licensed registered nurse employed by Northern United Charter Schools.
- “*Other designated Charter School personnel*” means an individual employed by Northern United Charter Schools who has one (1) has consented to assist/administer medication to students and two (2) may legally assist/administer the medication to students.
- “*Medication*” includes prescription medication, over-the-counter remedies, nutritional supplements, and herbal remedies.
- “*Regular school day*” includes during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

Administration of Medication

Any student who is or may be required to take, during the regular school day, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by the designated Charter School personnel.

In order for a student to be assisted by the designated Charter School personnel in administering medication, Northern United Charter Schools shall obtain both:

- A written statement from the student's authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and
- A written statement from the parent, foster parent, or guardian of the student indicating the desire that Northern United Charter Schools assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

Administration of Auto-Injectable Epinephrine or Inhaled Asthma Medication

Any student who is or may be required to take, during the regular school day, prescription auto-injectable epinephrine (“Epi-Pen”) or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an Epi-Pen or inhaled asthma medication if Northern United Charter Schools receives both the appropriate written statements as follows:

- A written statement from the student’s authorized health care provider (1) detailing the name of the medication, method, dosage/amount, and time schedules by which the medication is to be taken, and (2) confirming that the student is able to self-administer an Epi-Pen or inhaled asthma medication, and
- A written statement from the parent, foster parent, or guardian of the student (1) consenting to the self-administration, (2) providing a release for the designated Charter School personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and (3) releasing Northern United Charter Schools and Charter School personnel from civil liability if the self-administering student suffers an adverse reaction as a result of self-administering medication.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

A student may be subject to disciplinary action if the student uses an Epi-Pen or inhaled asthma medication in a manner other than as prescribed.

Any student requiring insulin shots must establish a plan for administration of insulin shots with the School Director in consultation with the parent or guardian and the student’s medical professional.

Staff Training and Emergency Response

Additional information about staff trainings and Northern United Charter Schools’ response to emergencies can be located within the Employment Handbook and/or the School Safety Plan.

Response to Anaphylactic Reaction

The school nurse or trained personnel who have volunteered may use an Epi-Pen to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from, an anaphylactic reaction. Northern United Charter Schools will ensure it has the appropriate type of Epi-Pen on site (i.e., regular or junior) to meet the needs of its students. Northern United Charter Schools will ensure staff properly store, maintain, and restock the Epi-Pen as needed.

Northern United Charter Schools will ensure any Charter School personnel who volunteer are appropriately trained regarding the storage and emergency use of an Epi-Pen.

Northern United Charter Schools will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an Epi-Pen to a person if that person is suffering, or reasonably believed to be suffering from, anaphylaxis. The annual notice shall also describe the training the volunteer will receive.

Response to a Diabetic or Hypoglycemic Emergency

Northern United Charter Schools provides Charter School personnel with voluntary emergency medical training on how to provide emergency medical assistance to students with diabetes suffering from severe hypoglycemia. The volunteer personnel shall provide this emergency care in accordance with standards established herein and the performance instructions set forth by the licensed health care provider of the student. A Northern United Charter Schools' employee who does not volunteer or who has not been trained pursuant to this policy may not be required to provide emergency medical assistance.

Training by a physician, credentialed school nurse, registered nurse, or certificated public health nurse according to the standards established pursuant to this section shall be deemed adequate training. Training established shall include all of the following:

- Recognition and treatment of hypoglycemia.
- Administration of glucagon.
- Basic emergency follow-up procedures, including, but not limited to, calling the emergency 911 telephone number and contacting, if possible, the student's parent or guardian and licensed health care provider.

A Northern United Charter Schools' employee shall notify the Northern United Charter Schools' School Director if the employee administers glucagon pursuant to this policy.

All materials necessary to administer the glucagon shall be provided by the parent or guardian of the student.

In the case of a student who is able to self-test and monitor their own blood glucose level, upon written request of the parent or guardian, and with authorization of the licensed health care provider of the student, a student with diabetes shall be permitted to test their own blood glucose level and to otherwise provide diabetes self-care in the classroom, in any area of the Charter School or Charter School grounds, during any Northern United Charter Schools-related activity, and, upon specific request by a parent or guardian, in a private location.

Designated staff shall establish emergency procedures for specific medical conditions that require an immediate response (i.e., allergies, asthma, and diabetes).

Storage and Record Keeping

- All medication will be kept in a secure and appropriate storage location and administered per an authorized health care provider's instructions by appropriately designated staff.
- Designated Northern United Charter Schools' staff shall keep records of medication administered. The medication log may include the following:
 - Student's name.

- Name of medication the student is required to take.
 - Dose of medication.
 - Method by which the student is required to take the medication.
 - Time the medication is to be taken during the regular school day.
 - Date(s) on which the student is required to take the medication.
 - Authorized health care provider's name and contact information.
 - A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- Designated Northern United Charter Schools' staff shall return all surplus, discontinued, or outdated medication to the parent/guardian upon completion of the regimen or prior to summer break. If the medication cannot be returned, it will be disposed of at the end of the school year.

S-15 Homeless Children and Youth Policy

Northern United Charter Schools desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging state of California academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

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

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

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

School Liaison

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

Wendy Kerr, School Counselor
2120 Campton Rd. Suite H, Eureka, CA 95503
707-445-2660 x138

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

- Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
- Homeless students enroll in, and have a full and equal opportunity to succeed at the Northern United Charter Schools.
- Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start

Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by Northern United Charter Schools, if any, and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.

- Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- Enrollment/admissions disputes are mediated in accordance with law, the Northern United Charter Schools' charter, and Northern United Charter Schools' policy.
- Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- Northern United Charter Schools' personnel providing services receive professional development and other support.
- The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

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

Enrollment

Northern United Charter Schools shall immediately admit/enroll the student for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

Northern United Charter Schools shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School's capacity and pursuant to the procedures stated in the Northern United Charter Schools' charter and policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the School Director or designee shall refer the parent/guardian to the School Liaison. The School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to the Charter School's capacity and pursuant to the procedures stated in the Northern United Charter Schools' charter and policy), pending final resolution of the dispute., including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the charter school-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in the Charter School such as (42 U.S.C. § 11432(g)(4)):

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- School nutrition programs

Transportation

In the event that Northern United Charter Schools provides transportation services to all Charter School students, Northern United Charter Schools shall provide comparable transportation services to each homeless child or youth attending the Charter School, as noted above. (42 U.S.C. § 11432(g)(4).)

If Northern United Charter Schools does not otherwise provide transportation services to all Charter School students, Northern United Charter Schools shall ensure that transportation is provided for homeless students to and from the Charter School, at the request of the parent or guardian (or liaison) if Northern

United Charter Schools is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J)) Transportation provided by the Charter School will be adequate and appropriate for the Student's situation, but Northern United Charter Schools does not commit to any one method of transportation for all youth.

Professional Development

All administrators, teachers and employees of Northern United Charter Schools will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) All identified or suspected homeless children and youth will be referred to the School Liaison.

High School Graduation Requirements

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

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

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

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

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

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

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

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

1. Inform the student of the student's option to remain at Northern United Charter Schools for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at Northern United Charter Schools for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work

Northern United Charter Schools will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

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

Notice

For any homeless student who seeks enrollment at Northern United Charter Schools, written notice will be provided to the parent/guardian at the time of enrollment and while the student is enrolled at the Charter School in alignment with the law. (42 U.S.C. § 11432(e)(3)(C).)

Annual Policy Review

Northern United Charter Schools shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

S-16 Student Suspension and Expulsion Policy

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at Northern United Charter Schools. In creating this policy, Northern United Charter Schools has reviewed Education Code Section 48900 et seq. which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. Northern United Charter Schools is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

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

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

Northern United Charter Schools' administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that these Policy and its Procedures are available on request at each Charter School 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 Northern United Charter Schools 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. Northern United Charter Schools will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

Involuntary Dismissal

A student may be dismissed from Northern United Charter Schools by the School Director for any of the following reasons:

Failure to fulfill the terms of the enrollment contract.

If the Northern United Charter Schools' 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 (30) period, the School Director may dismiss the student, subject to the requirements below. If the student has made some progress toward correcting the issue, the School Director may choose to extend the contract for an additional period at his/her discretion. If the student and/or the student's parent/guardian does not agree to such a contract, the School Director may immediately dismiss the student, subject to the requirements below.

No student shall be involuntarily removed by Northern United Charter Schools for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, Northern United Charter Schools shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes dis-enrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Grounds for Suspension and Expulsion of Students

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

Enumerated Offenses

Discretionary Suspension Offenses. Students may be suspended when it is determined the pupil:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except self-defense.
- Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled

substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.

- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products by a pupil.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.
- Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 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.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this policy, "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 policy, "hazing" does not include athletic events or school-sanctioned events.

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

"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:

- Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- Causing a reasonable student to experience substantial interference with their academic performance.

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. 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.
 - 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.
 - 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.
 - An act of cyber sexual bullying.
 - For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a 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.
 - For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

- A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (l) (a)-(b).
- Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

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

- Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device 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.
- Brandished a knife at another person.
- Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except self-defense.
- Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products by a pupil.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

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

environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

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

"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:

- Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- Causing a reasonable student to experience substantial interference with their academic performance.
- Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. 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.
 - 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.
 - 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.
 - An act of cyber sexual bullying.

For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a 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.

For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events

or school-sanctioned activities.

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

- A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

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

- Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device 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.
- Brandished a knife at another person.
- Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

Northern United Charter Schools will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means (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.

Suspension Procedure

Suspensions shall be initiated according to the following procedures:

Conference

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

The conference may be omitted if the Northern United Charter Schools' 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 the pupil and shall be given the opportunity to present their version and evidence in their 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.

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(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the date when the student may return to school. If Northern United Charter Schools' 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.

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 Northern United Charter Schools' School Director or designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when Northern United Charter Schools 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 parent/guardian, 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.

Homework Assignments during Suspension

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

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

Authority to Expel

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

A student may be expelled either by the neutral and impartial Northern United Charter Schools' Board of Directors following a hearing before it or by the Northern United Charter Schools' Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Northern United Charter Schools' Board of Directors as needed. The Administrative Panel should consist of at least three (3) members who are certificated and neither a teacher of the pupil or a member of the Charter Schools' 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 Northern United Charter Schools' Board of Directors shall make the final determination.

Expulsion Procedures

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all 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:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the Northern United Charter Schools' disciplinary rules which relate to the alleged violation;
- 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;
- 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;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

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

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- Northern United Charter Schools must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good

cause to take the testimony during other hours.

- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
- If one or both of the support persons is also a witness, Northern United Charter Schools must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

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

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence

that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

Expulsion Decision

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

If the Administrative Panel decides not to recommend expulsion, or the Northern United Charter Schools' Board of Directors ultimately decides not to expel, the pupil shall immediately be returned to their educational program.

Written Notice to Expel

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

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

Disciplinary Records

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

No Right to Appeal

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

Expelled Pupils/Alternative Education

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

Rehabilitation Plans

Students who are expelled from Northern United Charter Schools shall be given a rehabilitation plan upon expulsion as developed by the Northern United Charter Schools' 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.

Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the pupil's expulsion term or to admit a previously expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the 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 Northern United Charter Schools' Board of Directors following the meeting regarding the School Director or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

Notice to Teachers

Northern United Charter Schools shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

Notification of Special Education Local Plan Area (SELPA)

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

Services during Suspension

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

Procedural Safeguards/Manifestation Determination

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

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

If Northern United Charter Schools, 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 Northern United Charter Schools, 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:

- Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that Northern United Charter Schools had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- 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
- 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 Northern United Charter Schools, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of

the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if Northern United Charter Schools believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Northern United Charter Schools may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than forty five (45) school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

Special Circumstances

Northern United Charter Schools' 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 Northern United Charter Schools' 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:

- 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;
- 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
- 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.

Interim Alternative Educational Setting

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

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 Northern United Charter Schools' 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.

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

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- The parent/guardian has requested an evaluation of the child.
- 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 Northern United Charter Schools 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 Northern United Charter Schools had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Northern United Charter Schools 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.

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

S-17 Section 504 Policy and Procedures

POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION AND EDUCATION UNDER SECTION 504

SECTION 504 POLICY

The Northern United Charter Schools' Board of Directors recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that "no qualified person with a disability shall, solely by reason of their disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." This policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education ("FAPE").

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities Education Act Improvement Act of 2004 ("IDEIA").

The Northern United Charter Schools' School Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEIA) that student will be evaluated under this policy's corresponding procedures.

A Section 504 Team will be convened to determine the student's need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student's individual needs and school history, the meaning of evaluation data, and placement options. The student's parent/guardian shall be invited to participate in this 504 Team and shall receive notice of procedural safeguards guaranteed by law. If Northern United Charter Schools does not assess a student after a parent has requested an assessment, the Charter School shall provide notice of the parents/guardian's procedural safeguards. Northern United Charter Schools shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of

the 504 plan and shall receive notice of procedural safeguards guaranteed by law. Northern United Charter Schools shall periodically review the student's progress and placement.

Northern United Charter Schools does not discriminate on the basis of disability or any other characteristic protected under law. The Charter School will implement this policy through its corresponding procedures.

SECTION 504 PROCEDURES

Definitions:

Academic Setting – the regular, educational environment operated by Northern United Charter Schools.

Individual with a Disability under Section 504 – An individual who:

- has a physical or mental impairment that substantially limits one or more major life activities;
- has a record of such an impairment; or
- is regarded as having such an impairment.

Evaluation – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.

504 Plan – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.

Free Appropriate Public Education (“FAPE”) – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.

Major Life Activities - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

Physical or Mental Impairment –

- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

504 Coordinator – The School Psychologist shall serve as the Northern United Charter Schools’ Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from, or direct any questions or concerns to Mitch Block, the Section 504 Coordinator at (707)834-6663.

Has a record of such an impairment - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

Is regarded as having an impairment - means

- An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
- Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

Referral, Assessment and Evaluation Procedures

Northern United Charter Schools will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.

A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.

Northern United Charter Schools has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.

The 504 Team convened by the Section 504 Coordinator will be composed of the student’s parents/guardians and other persons knowledgeable about the student (such as the student’s regular education teachers), the student’s school history, the student’s individual needs (such as a person knowledgeable about the student’s disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student’s school records (including academic, social and behavioral records), any relevant medical records, and the student’s needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.

The 504 Team will consider the following information in its evaluation of the student:

- 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; and
- Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.

Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.

The parents/guardians shall be given an opportunity in advance of the 504 Team meetings to examine assessment results and all other relevant records.

If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

504 Plan

When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a free, appropriate public education ("FAPE").

The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.

The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in

the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.

The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to their individual needs.

The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.

The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.

If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.

The 504 Plan shall include a schedule for annual review of the student's needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.

Northern United Charter Schools shall immediately implement a student's prior 504 Plan, when a student enrolls at the Charter School. Within thirty (30) days of starting school, Northern United Charter Schools shall schedule a 504 Team meeting to review the existing 504 Plan. Northern United Charter Schools shall request a copy of the prior 504 plan from both the prior school and the parent/guardian.

Review of the Student's Progress

The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

Procedural Safeguards

Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:

- Examine relevant records
- Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
- Have the right to file a Uniform Complaint pursuant to Northern United Charter Schools' policy
- Seek review in federal court if the parents/guardians disagree with the hearing decision.

Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be

made to the following Northern United Charter Schools' personnel: Mitch Block at (707) 834-6663. Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

The Northern United Charter Schools' School Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with Northern United Charter Schools or any district within the SELPA or the County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, the parent/guardian may request a hearing to initiate due process procedures. The parent/guardian shall set forth in writing their request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
- The changes to the 504 Plan the parent/guardian seeks.
- Any other information the parent/guardian believes is pertinent.

Within five (5) calendar days of receiving the parent/guardian's request for a hearing, Northern United Charter Schools may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:

- Mediation by a neutral third party.
- Review of the 504 Plan by the School Director or designee.

Within ten (10) calendar days of receiving the parent/guardian's request, the School Director or designee shall select an impartial hearing officer. These 10 (10) days may be extended for good cause or by mutual agreement of the parent/guardian and School Director.

Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) days may be extended for good cause or by mutual agreement of the parent/guardian and School Director.

The parent/guardian and Northern United Charter Schools shall be afforded the rights to:

- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
- Present written and oral evidence.
- Question and cross-examine witnesses.
- Receive written findings by the hearing officer.

The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.

If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.

Northern United Charter Schools shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

Suspension and Expulsion, Special Procedures for Students with Disabilities

Northern United Charter Schools shall follow the suspension and expulsion policy and procedures as set forth in the charter. A pupil who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. Northern United Charter Schools will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom 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 pupils. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

Services during Suspension

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

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

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

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

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

- 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;
- 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

- Return the child to the placement from which the child was removed, unless the parent and Northern United Charter Schools agree to a change of placement as part of the modification of the behavioral intervention plan.

If Northern United Charter Schools, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student’s disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then Northern United Charter Schools 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.

Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or Northern United Charter Schools believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Northern United Charter Schools, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and Northern United Charter Schools agree otherwise.

Special Circumstances

Northern United Charter Schools’ 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 Northern United Charter Schools’ School Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student’s disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- 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
- Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

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

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEIA and who has violated Northern United Charter Schools’ disciplinary procedures may assert the procedural safeguards granted under these Procedures only if Northern United Charter Schools had knowledge that the student had a disability before the behavior occurred.

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

- 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 Northern United Charter Schools' supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- The parent has requested an evaluation of the child.
- The child's teacher, or other Northern United Charter Schools' 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 Northern United Charter Schools 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 Northern United Charter Schools had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Northern United Charter Schools shall conduct an expedited evaluation if requested by the parent/guardian; however the student shall remain in the education placement determined by Northern United Charter Schools pending the results of the evaluation.

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

PARENT/STUDENT RIGHTS IN IDENTIFICATION, EVALUATION, ACCOMMODATION AND PLACEMENT

(Section 504 of the Rehabilitation Act of 1973)

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

- Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
- Have Northern United Charter Schools advise you of your rights under federal law.
- Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
- Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Northern United Charter Schools make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
- Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
- Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEIA).
- Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and

before any subsequent significant change in placement.

- Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Northern United Charter Schools.
- Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
- Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
- Obtain a response from Northern United Charter Schools to reasonable requests for explanations and interpretations of your child's records.
- Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If Northern United Charter Schools refuses this request for amendment, the School shall notify you within a reasonable time and advise you of your right to an impartial hearing.
- Request mediation or file a grievance in accordance with Northern United Charter Schools' Section 504 mediation grievance and hearing procedures, outlined above.
- Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
- File a formal complaint pursuant to Northern United Charter Schools' Uniform Complaint Policy and Procedures. Please ask the Director for a copy of the School's Uniform Complaint Policy and Procedures if you need one.
- File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education

San Francisco Office

50 United Nations Plaza

San Francisco, CA 94102

(415) 486-5555 PHONE

(415) 486-5570 FAX

Email: OCR.SanFrancisco@ed.gov

- Be free from any retaliation from Northern United Charter Schools for exercising any of these rights.

Please contact: Mitch Block, 504 Coordinator, c/o Northern United Charter Schools 2120 Campton Road, Suite H, Eureka, CA 95503, (707)834-6663 with any questions regarding the information contained herein.

S-18 Educational Records and Student Information Policy

The Northern United Charter Schools' Board of Directors, a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by Northern United Charter Schools.

Definitions

Education Record

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

Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes;

Grades, test scores, courses taken, academic specializations and school activities;

Special education records;

Disciplinary records;

Medical and health records;

Attendance records and records of past schools attended;

Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;

In the case of a person who is employed by Northern United Charter Schools but is not in attendance at the Charter School, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for any other purpose;

Records of a student who is eighteen (18) years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Northern United Charter Schools;

Records that only contain information about an individual after the individual is no longer a student at Northern United Charter Schools; or

Grades on peer-graded papers before they are collected and recorded by a teacher.

Personally Identifiable Information

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

Directory Information

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

Name

Address

Telephone number

Email address

Major course of study

Participation in officially recognized school activities

Date of birth

Dates of attendance

Weight and height of members of athletic teams

Degrees, honors, and awards received

The most recent educational agency or institution attended

Photo/video

Grade Level

Parent

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

Eligible Student

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

School Official

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

Legitimate Educational Interest

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

Disclosure of Directory Information

At the beginning of each school year, Northern United Charter Schools shall provide eligible students currently in attendance and parents of students currently in attendance with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent's or eligible student's right to require that Northern United Charter Schools not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student may notify the Charter School in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. Northern United Charter Schools will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

Annual Notification to Parents and Eligible Students

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

- Inspect and review the student's education records;
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;

- Consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA; and
- File with the U.S. Department of Education a complaint concerning alleged failures by Northern United Charter Schools to comply with the requirements of FERPA and its promulgated regulations.
- Request that Northern United Charter Schools not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

- The procedure for exercising the right to inspect and review educational records;
- The procedure for requesting amendment of records;
- A statement that Northern United Charter Schools forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer; and
- The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental and Eligible Students Rights Relating to Education Records

Parents and eligible students have the right to review the student’s education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the School Director. Within five (5) business days, Northern United Charter Schools shall comply with the request.

Copies of Education Records

Northern United Charter Schools will provide copies of requested documents within five (5) business days of a written request for copies. The Charter School may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students’ records or (2) up to two (2) verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

Request for Amendment to Education Records

Following the inspection and review of a student’s education record, a parent or eligible student may file a written request with the Northern United Charter Schools’ School Director to correct or remove any information in the student’s education record that is any of the following:

- Inaccurate;
- Misleading; or
- In violation of the privacy rights of the student.

Northern United Charter Schools will respond within thirty (30) days of the receipt of the request to amend. The Charter School's response will be in writing and if the request for amendment is denied, the Charter School will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

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

Hearing to Challenge Education Record

If Northern United Charter Schools denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is inaccurate, misleading or in violation of the privacy rights of the student.

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

- The principal or designee of a public school other than the public school at which the record is on file;
- A certificated Northern United Charter Schools' employee; and
- A parent appointed by the Northern United Charter Schools' School Director or by the Northern United Charter Schools' Board of Directors, depending upon who convenes the panel.

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

The principal or designee of a public school will serve as the chairperson and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Northern United Charter Schools' School Director or their designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, Northern United Charter Schools'

decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Northern United Charter Schools decides that the information is inaccurate, misleading or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Northern United Charter Schools decides that the information in the education record is not inaccurate, misleading or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of the Charter School, or both. If Northern United Charter Schools places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure of Education Records and Directory Information

Northern United Charter Schools must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and the Charter School shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

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

Northern United Charter Schools will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

Northern United Charter Schools' officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;

Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Northern United Charter Schools will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Northern United Charter Schools will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;

Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;

Organizations conducting certain studies for Northern United Charter Schools in accordance with 20 U.S.C. § 1232g(b)(1)(F);

Accrediting organizations in order to carry out their accrediting functions;

Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;

Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

Persons who need to know in cases of health and safety emergencies;

State and local authorities, within a juvenile justice system, pursuant to specific State law;

A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Northern United Charter Schools for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Northern United Charter Schools.

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

Record Keeping Requirements

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

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

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

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

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

Complaints

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

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

S-19 Education for Foster and Mobile Youth Policy

Introduction

The Northern United Charter Schools' Board of Directors recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to Northern United Charter Schools' educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in Northern United Charter Schools' local control and accountability plan ("LCAP").

Definitions

"Foster youth" means a child who has been removed from their home pursuant to California Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.

"Former juvenile court school pupil" means a pupil who, upon completion of the pupil's second year of high school, transfers from a juvenile court school to the Charter School.

"Child of a military family" refers to a student who resides in the household of an active duty military member.

"Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to Northern United Charter Schools from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

"Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

"Educational Rights Holder" ("ERH") means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.

"School of origin" means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Northern United Charter Schools' liaison for foster youth, in consultation with and with the agreement

of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.

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

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

Foster and Mobile Youth Liaison

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to Northern United Charter Schools, the Northern United Charter Schools’ Board of Directors shall designate a Foster and Mobile Youth liaison. The Northern United Charter Schools’ Board of Directors designates the following position as the Charter School’s liaison for Foster and Mobile Youth:

Wendy Kerr, School Counselor

2120 Campton Rd. Suite H,

Eureka, CA 95503

707-445-2660 x138

The Northern United Charter Schools’ Foster and Mobile Youth Liaison shall be responsible for the following:

- Ensure and facilitate the proper educational placement, enrollment in Northern United Charter Schools, and checkout from the Charter School of Foster and Mobile Youth.
- Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.

When a foster youth is enrolling in Northern United Charter Schools, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student’s records to the new school within two (2) business days of receiving the new school’s request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to Northern United Charter Schools.

When required by law, notify the foster youth’s attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:

An expulsion hearing for a discretionary act under Northern United Charter Schools’ charter.

Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under Northern United Charter Schools’ charter. The foster youth’s attorney and the agency representative will be invited to participate.

A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.

As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.

As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.

Develop protocols and procedures for creating awareness for Northern United Charter Schools' staff, including but not limited to administrators and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.

Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for Northern United Charter Schools' foster youth.

Monitor the educational progress of foster youth and provide reports to the School Director or designee and Northern United Charter Schools' Board of Directors based on indicators identified in Northern United Charter Schools' local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

School Stability and Enrollment

Northern United Charter Schools will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. Northern United Charter Schools will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to Northern United Charter Schools will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in Northern United Charter Schools' charter and board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

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

For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in Northern United Charter Schools consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

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

Transportation

Northern United Charter Schools shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. Northern United Charter Schools is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, Northern United Charter Schools shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

Effect of Absences on Grades

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date the student left school.

A verified court appearance or related court-ordered activity.

Transfer of Coursework and Credits

Northern United Charter Schools shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school², a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless Northern United Charter Schools, in consultation with the student's ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall Northern United Charter Schools prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

Applicability of Graduation Requirements

To obtain a high school diploma from Northern United Charter Schools, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements adopted by the Northern United Charter Schools' Board of Directors. However, Foster and Mobile Youth who transfer to Northern United Charter Schools any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

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

² For purposes of coursework completed by a student who is a child of a military family, "public school" includes schools operated by the United States Department of Defense.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into Northern United Charter Schools, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If Northern United Charter Schools fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

If a student is exempted from Northern United Charter Schools additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of their fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, Northern United Charter Schools shall not require or request that the student graduate before the end of their fourth year of high school.

The Northern United Charter Schools' School Director or designee shall notify a Foster and Mobile Youth and their ERH if Northern United Charter Schools grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at Northern United Charter Schools shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, Northern United Charter Schools shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, Northern United Charter Schools may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

Northern United Charter Schools shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete Northern United Charter Schools' graduation requirements within the student's fifth year of high school, the School Director or designee shall:

Inform the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Northern United Charter Schools' students over age 19.

Inform the student and the student's ERH how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.

Provide information to the student about transfer opportunities available through the California Community Colleges.

Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, Northern United Charter Schools will not prevent the juvenile court youth from enrolling in the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

Eligibility for Extracurricular Activities

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

Waiver of Fees for Afterschool Programs

Northern United Charter Schools shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

Student Records

When Northern United Charter Schools receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. Northern United Charter Schools shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with Northern United Charter Schools' Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Complaints of Noncompliance

Complaints of noncompliance with this Policy shall be governed by the Northern United Charter Schools' Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the each facility.

S-19a Foster Youth Bill of Rights

1. RIGHT TO REMAIN IN YOUR SCHOOL OF ORIGIN

- You have the right to stay in the same school after you move to a new foster care placement. Your “school of origin” can be:
 - The school you attended when you first entered foster care,
 - The school you most recently attended, or
 - Any school you attended in the last 15 months that you feel connected to.
- Your school district must work with you, your education rights holder,* your caregiver, and your social worker/probation officer to develop a plan to transport you to your school of origin.
- If you are transitioning from elementary school to middle school or from middle school to high school, you have the right to transition to the same school as your classmates.
- If there is any disagreement about which school you will attend, you have the right to stay in your school of origin until the disagreement is resolved.

2. RIGHT TO IMMEDIATE ENROLLMENT IN SCHOOL

- You have the right to immediately enroll in your regular home school after you move placements.
- You cannot be forced to attend a continuation school or other alternative education program, such as independent study, even if you are behind in credits or have discipline problems at school.
- You have a right to immediately enroll in school and begin attending classes, even if you do not have the paperwork you would normally need for enrollment (such as birth certificate, transcript, or IEP) or you did not check-out from your previous school.
- Your previous school must send your education records to your new school after you enroll.
- You have the right to participate in any activities available at your new school, such as sports teams, tutoring, or after-school clubs, even if you miss a tryout or sign-up deadline.

3. RIGHT TO PARTIAL CREDITS FOR HIGH SCHOOL STUDENTS

- If you change schools during the school year, you have a right to partial credits in all classes that you are passing when you leave your old school, even if you do not complete the entire class.
- After you change schools, your new school must accept the partial credits issued by your old school.
- After you change schools, you have the right to be enrolled in the same or similar classes you were enrolled in at your last school.
- You cannot be forced to retake a class or part of a class that you have already completed with a passing grade, if it would make you off-track for high school graduation.
- You have the right to take or retake any class that you need to go to a California State University or University of California.
- Your grade cannot be lowered because you were absent from school for a court hearing, placement change, or a court-related activity.

4. GRADUATION RIGHTS

- You have the right to stay in high school for a fifth year to complete your school district graduation requirements, even if you are over 18.
- If you are behind on your credits, and you transferred schools after 10th grade, you may be eligible to graduate under AB 167/216 by completing only the state graduation

requirements (130 credits in specific classes) instead of your school district's requirements.

- If you are eligible, the decision of whether to graduate under AB 167/216 is made by your education rights holder.

5. COLLEGE RIGHTS

- You have the right to have the application fee waived when you apply to a community college in California.
- You have the right to receive the maximum amount of federal student aid and you may be eligible for up to \$5,000 per year from the Chafee scholarship.

6. SCHOOL DISCIPLINE RIGHTS

- You cannot be suspended for more than five (5) school days in a row or for more than twenty (20) days in a school year.
- You have a right to be told why you are being suspended and the right to provide your version of events and evidence before you are suspended, unless there is an emergency. If the behavior for which you are being suspended could subject you to criminal charges, you should consult with your education rights holder or attorney before providing an oral or written statement to the school or police.
- Your attorney and social worker must be invited to a meeting before your suspension can be extended beyond five (5) days and a suspension can only be extended if you are being considered for expulsion.
- You have a right to a formal hearing, and to be represented by an attorney at that hearing, before you are expelled.
- If you are facing a possible expulsion, your attorney and social worker must be notified. If you are in special education, your attorney and social worker must be invited to a meeting to decide whether your behavior was related to your disability.

7. RIGHT TO YOUR SCHOOL RECORDS

- You have the right to access your school records if you are 16 years or older or have finished 10th grade.
- Your social worker/probation officer and education rights holder can access your school records as well.

***Education Rights Holder**

Every foster youth under age eighteen (18) must have an education rights holder, who is required to make education decisions in the youth's best interest. Foster youth who are eighteen (18) or older have the right to make their own education decisions. Your education rights holder may be your parent or legal guardian, your caregiver, or another person chosen by the court. Your education rights holder cannot be your social worker or probation officer, your attorney, or group home or school staff members. It is important to know who your education rights holder is. If you need information about who your education rights holder is, you can contact your social worker or attorney.

If you believe your education rights have been violated, you can file a complaint. The school has sixty (60) days to investigate and give you a written response. For information about how to file a complaint, see the Uniform Complaint Policy and Procedures.

S-20 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Northern United Charter Schools prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

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

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

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

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

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

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

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's education, employment, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct

- Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms)

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

Prohibited Bullying

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

- Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
- Causing a reasonable pupil to experience a substantial interference with the pupil's academic performance.
- Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by Northern United Charter Schools.

***“Reasonable pupil”** is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the pupil's age, or for a person of the pupil's age with the pupil's exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless

communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above
 - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
 - Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- An act of “Cyber sexual bullying” including, but not limited to:
 - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - “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.
- Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Northern United Charter Schools’ education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that the Charter School investigate the allegation of sexual harassment.

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

Bullying and Cyberbullying Prevention Procedures

Northern United Charter Schools has adopted the following procedures for preventing acts of bullying, including cyberbullying.

Cyberbullying Prevention Procedures

Northern United Charter Schools advises students:

- To never share passwords, personal data, or private photos online.

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

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

Education

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

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

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

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

Professional Development

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

Northern United Charter Schools informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends

- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

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

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

Northern United Charter Schools encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Charter School students.

Grievance Procedures

Scope of Grievance Procedures

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

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

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

Reporting

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

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

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

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

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

Northern United Charter Schools acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

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

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

Supportive Measures

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

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

Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of Northern United Charter Schools, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days, and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

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

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:

- A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
- A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
- A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and

- A statement that Northern United Charter Schools prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

Northern United Charter Schools may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Northern United Charter Schools' policies.

Northern United Charter Schools may remove a respondent from the Charter Schools' education program or activity on an emergency basis, in accordance with Northern United Charter Schools' policies, provided that the Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA

Informal Resolution

If a formal complaint of sexual harassment is filed, Northern United Charter Schools may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Northern United Charter Schools offers such a process, it will do the following:

- Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - Obtain the parties' advance voluntary, written consent to the informal resolution process.

Northern United Charter Schools will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Investigation Process

The decision-maker will not be the same person(s) as the Coordinator or the investigator. Northern United Charter Schools shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.

The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.

A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Prior to completion of the investigative report, Northern United Charter Schools will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.

The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Dismissal of a Formal Complaint of Sexual Harassment

If the investigation reveals that the alleged harassment did not occur in a Northern United Charter Schools' educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Northern United Charter Schools' policy.

Northern United Charter Schools may dismiss a formal complaint of sexual harassment if:

- The complainant provides a written withdrawal of the complaint to the Coordinator;
- The respondent is no longer employed or enrolled at Northern United Charter Schools; or
- The specific circumstances prevent Northern United Charter Schools from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.

If a formal complaint of sexual harassment or any of the claims therein are dismissed, Northern United Charter Schools will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties

Determination of Responsibility

The standard of evidence used to determine responsibility is the preponderance of the evidence standard. Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Northern United Charter Schools will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:

- The allegations in the formal complaint of sexual harassment;
- All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions about the application of Northern United Charter Schools' code of conduct to the facts;
- The decision and rationale for each allegation;

- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

Consequences

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

Right of Appeal

Should the reporting individual find Northern United Charter Schools' resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of the Northern United Charter Schools' decision or resolution, submit a written appeal to the Chair of the Northern United Charter Schools' Board or Directors, who will review the investigation and render a final decision.

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

- The complainant and the respondent shall have the same appeal rights and Northern United Charter Schools will implement appeal procedures equally for both parties.
- Northern United Charter Schools will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

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

Northern United Charter Schools will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.

Records of any appeal of a formal sexual harassment complaint and the results of that appeal.

- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

S-20a Title IX, Harassment, Intimidation, Discrimination, and Bullying Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by Northern United Charter Schools:

Received by: _____

Date: _____

Follow up Meeting with Complainant held on: _____

S-21 Uniform Complaint Policy and Procedures

Northern United Charter Schools complies with applicable federal and state laws and regulations. Northern United Charter Schools is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

- Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
- Complaints alleging a violation of state or federal law or regulation governing the following programs:
 - Accommodations for Pregnant, Parenting or Lactating Students;
 - Career Technical and Technical Education;
 - Career Technical and Technical Training;
 - Consolidated Categorical Aid;
 - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - Every Student Succeeds Act;
 - Regional Occupational Centers and Programs;
 - School Safety Plans; and/or
 - Student Fees
- Complaint alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - “Educational activity” means an activity offered by Northern United Charter Schools that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
 - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
 - If Northern United Charter Schools finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
 - Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or the Charter School and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

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

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

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

Northern United Charter Schools acknowledges and respects every individual’s rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a

manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains and the integrity of the process. Northern United Charter Schools cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. Northern United Charter Schools may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the School Director or designee on a case-by-case basis. Northern United Charter Schools shall ensure that complainants are protected from retaliation.

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

Compliance Officers

The Northern United Charter Schools' Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure Northern United Charter Schools' compliance with law:

Shari Lovett
School Director
2120 Campton Road, Suite H
Eureka, CA 95503
(707)445-2660 x110

The Northern United Charter Schools' School Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the School Director or designee.

Should a complaint be filed against the Northern United Charter Schools' School Director, the compliance officer for that case shall be the President of the Northern United Charter Schools' Board of Directors.

Notifications

The Northern United Charter Schools' School Director or designee shall make available copies of this policy free of charge. The annual notice of this Policy may be made available on the Northern United Charter Schools' website.

Northern United Charter Schools shall annually provide written notification of the Charter School's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the pupils enrolled in Northern United Charter Schools speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

- A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
- A statement clearly identifying any California State preschool programs that Northern United Charter Schools is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Northern United Charter Schools is operating pursuant to Title 22 licensing requirements.
- A statement that Northern United Charter Schools is primarily responsible for compliance with federal and state laws and regulations.
- A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- A statement identifying title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
- A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- A statement that the complainant has a right to appeal Northern United Charter Schools' decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of Northern United Charter Schools' decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements.
- A statement that a complainant who appeals Northern United Charter Schools' decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- A statement that if Northern United Charter Schools finds merit in a UCP complaint, or the CDE finds merit in an appeal, Northern United Charter Schools shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
- A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- A statement that copies of Northern United Charter Schools' UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that Northern United Charter Schools has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

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

Step 1: Filing of Complaint

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the School Director or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the School Director or designee shall be made in writing. The period for filing may be extended by the School Director or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The School Director shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Northern United Charter Schools' Board of Directors approved the LCAP or the annual update was adopted by Northern United Charter Schools.

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

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Northern United Charter Schools' staff shall assist the complainant in the filing of the complaint.

Step 2: Mediation

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

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

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

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

Step 3: Investigation of Complaint

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

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

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

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

Step 4: Final Written Decision

Northern United Charter Schools shall issue an investigation report (the "Decision") based on the evidence. Northern United Charter Schools' Decision shall be in writing and sent to the complainant within sixty (60) calendar days of Northern United Charter Schools receipt unless the timeframe is extended with the written agreement of the complainant. Northern United Charter Schools: Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

- The findings of fact based on evidence gathered.
- The conclusion providing a clear determination for each allegation as to whether Northern United Charter Schools is in compliance with the relevant law.
- Corrective actions, if Northern United Charter Schools finds merit in the complaint and any are warranted or required by law.

- Notice of the complainant’s right to appeal Northern United Charter Schools’ Decision within thirty (30) calendar days to the CDE, except when Northern United Charter Schools has used its UCP to address complaints that are not subject to the UCP requirements.
- Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School’s expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the California Department of Education

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Northern United Charter Schools and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- Northern United Charter Schools failed to follow its complaint procedures.
- Relative to the allegations of the complaint, Northern United Charter Schools’ Decision lacks material findings of fact necessary to reach a conclusion of law.
- The material findings of fact in Northern United Charter Schools’ Decision are not supported by substantial evidence.
- The legal conclusion in Northern United Charter Schools’ Decision is inconsistent with the law.
- In a case in which Northern United Charter Schools’ Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Northern United Charter Schools’ School Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

- A copy of the original complaint.
- A copy of the Decision.
- A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
- A report of any action taken to resolve the complaint.
- A copy of Northern United Charter Schools’ complaint procedures.
- Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Northern United Charter Schools for resolution as a new complaint. If the CDE notifies Northern United Charter Schools that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, Northern United Charter Schools will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by Northern United Charter Schools when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including but not limited to cases in which, through no fault of the complainant, the Charter School has not taken action within sixty (60) calendar days of the date the complaint was filed with the Charter School.

Civil Law Remedies

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

S-21a Uniform Complaint Procedure Form

Last Name: _____ First Name/MI: _____
 Student Name (if applicable): _____ Grade: _____ Date of Birth: _____
 Street Address/Apt. #: _____
 City: _____ State: _____ Zip Code: _____
 Home Phone: _____ Cell Phone: _____ Work Phone: _____
 School/Office of Alleged Violation: _____

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <input type="checkbox"/> Consolidated Categorical Aid Programs | <input type="checkbox"/> Every Student Succeeds Act Prog. | <input type="checkbox"/> School Plans for School Achievement |
| | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan | <input type="checkbox"/> School Safety Plan |
| | | <input type="checkbox"/> Pupil Fees |
| | | <input type="checkbox"/> Pregnant, Parenting or Lactating Students |

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

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

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

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

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

I have attached supporting documents. Yes No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Shari Lovett
School Director
2120 Campton Road, Suite H
Eureka, CA 95503
(707)445-2660 x110

S-22 General Complaint Policy

Northern United Charter Schools has adopted this General Complaint Policy to address concerns about the Charter School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or Northern United Charter Schools' Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be appropriate.

Internal Complaints (Complaints by Employees against Employees)

This section of the policy is for use when a Northern United Charter Schools' employee raises a complaint or concern about a co-worker.

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

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

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

Policy for Complaints Generally (Complaints by Third Parties against Employees)

This section of the policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about Northern United Charter Schools generally, or a Northern United Charter Schools' employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the School Director or Chair of the Northern United Charter Schools Board of Directors (only if the complaint concerns the School Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Northern United Charter Schools' School Director (or designee) shall abide by the following process:

- The Northern United Charter Schools' School Director or designee shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the School Director or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts.
- In the event that the Northern United Charter Schools' School Director (or designee) finds that a complaint is valid, the School Director (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of Charter School, the School Director may take disciplinary action against the employee. As appropriate, the School Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- The Northern United Charter Schools' School Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Northern United Charter Schools' Board of Directors. The decision of the Board shall be final.

General Requirements

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

Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution: The Board (if a complaint is about the School Director) or the School Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

S-22a General Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by Charter School:

Received by: _____

Date: _____

S-23 Student Freedom of Speech and Expression Policy

Northern United Charter Schools' Board of Directors respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

Definitions

1. "*Obscenity*": when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. "*Defamation*": Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Northern United Charter Schools' staff) or by mistake for private officials, that mischaracterizes the statement.
3. "*Discriminatory Material*": material that demeans a person or group because of the person/group's mental or physical disability, sex (including pregnancy and related conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.
4. "*Harassment (including sexual harassment), Intimidation and/or Bullying*": severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student's or those students' person or property, (2) causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health, (3) causing a reasonable student to experience a substantial interference with the student's academic performance, (4) causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by Northern United Charter Schools.
5. "*Fighting Words*": words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.

6. “*Vulgarity and/or Profanity*”: the continual use of curse words by a student, even after warning.
7. “*Violating Privacy*”: publicizing or distributing confidential or private material without permission.

On-Campus Expression

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Northern United Charter Schools’ website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by state and federal law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on school premises, the violation of lawful school regulations, or the substantial disruption of the orderly operation of Northern United Charter Schools.

Distribution of Circulars, Un-Official Newspapers, and Other Printed Matter

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

- Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Northern United Charter Schools’ School Director or designee at least one (1) school day prior to distribution. The School Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. Any student may appeal the decision of the School Director or designee to the Northern United Charter Schools’ Board of Directors who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.
- Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the School Director). Distribution may not occur during instructional time or in locations that disrupt the normal flow of traffic within the school or at school entrances.
- The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.

- The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Northern United Charter Schools' Director or designee).

The Northern United Charter Schools' School Director or designee shall work with student government representatives in the development of these procedures. Student responsibilities shall be emphasized.

Official School Publications

Student editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the journalism staff adviser(s) of student publications to supervise the production of the student staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy.³ The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. Northern United Charter Schools' officials shall have the burden of showing justification without undue delay prior to a limitation of student expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, the staff member will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student will be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Northern United Charter Schools' School Director.

Buttons, Badges, and Other Insignia of Symbolic Expression

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

Use of Bulletin Boards

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and Northern United Charter Schools' administration. Posted material must comply with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech. Students may not post or distribute materials regarding the meetings of non-curricular student-initiated groups.

Organized Demonstrations

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

³ "Official school publications" refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

No individual student may demonstrate in the name of Northern United Charter Schools or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by Northern United Charter Schools and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. Northern United Charter Schools will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. Northern United Charter Schools will follow its Suspension and Expulsion Policy when determining consequences for students if the Charter School policy is violated.

Student Speeches

If a student is selected to speak at a Northern United Charter Schools' sponsored event, including but not limited to graduation or school assemblies, the Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Northern United Charter Schools' sponsored event.

Off-Campus Expression

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school.

Relevant considerations include:

- The degree and likelihood of harm to Northern United Charter Schools (staff, students, volunteers, and/or property) caused or augured by the expression,
- Whether it is reasonably foreseeable that the expression would reach and impact Northern United Charter Schools, and
- The relation between the content and/or context of the expression and Northern United Charter Schools. There is always a sufficient nexus between the expression and Northern United Charter Schools when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Northern United Charter Schools' School Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression, including but not limited to expression involving one or more of the following, may result in discipline:

- Serious or severe bullying or harassment targeting particular individuals;
- Threats aimed at teachers or other students;
- The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- Breaches of school security devices.

Enforcement

Upon learning that students are considering actions in the areas covered by this Policy, they will be informed of the possible consequences of their action under each specific circumstance. The Northern United Charter Schools' School Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.

This policy does not prohibit or prevent the Northern United Charter Schools' Board of Directors from adopting otherwise valid rules and regulations relating to oral communications by students upon any Northern United Charter Schools' campus.

Northern United Charter Schools' employees shall not be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.

Northern United Charter Schools shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

Complaints

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with Northern United Charter Schools by following the Charter School's General Complaint Policy.

S-24 Parent and Family Engagement Policy

Northern United Charter Schools recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. Northern United Charter Schools' School Director or designee shall consult with parents/guardians and family members in the development of meaningful opportunities for them to be involved in the Charter School and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

Northern United Charter Schools' Local Control and Accountability Plan (LCAP) shall include goals and strategies for parent/guardian involvement, including efforts to seek parent/guardian input in school and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

Northern United Charter Schools' School Director or designee shall regularly evaluate and report to the Northern United Charter Schools' Board of Directors on the effectiveness of the Charter School's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

Title I Schools

Northern United Charter Schools' School Director or designee shall involve parents/guardians and family members in establishing School expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the School will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Director or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the School's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Northern United Charter Schools' Board of Directors shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities. The Northern United Charter Schools' School Director or designee shall involve parents/guardians and family members of participating students in decisions regarding how the School's Title I funds will be allotted for parent/guardian and family engagement activities and shall ensure that priority is given to schools in high poverty areas in accordance with law. (20 USC 6318, 6631)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

- Support for schools and nonprofit organizations in providing professional development for Northern United Charter Schools and charter school staff regarding parent/guardian and family

engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members

- Support for programs that reach parents/guardians and family members at home, in the community, and at Northern United Charter Schools
- Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
- Collaboration with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement
- Any other activities and strategies that the Northern United Charter Schools determines are appropriate and consistent with this policy

Northern United Charter Schools' School Director or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

School Strategies for Title I Schools

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children's education, Northern United Charter Schools shall:

- Involve parents/guardians and family members in the joint development of a School plan that meets the requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)

The Northern United Charter Schools' School Director or designee may:

- In accordance with Education Code 52063, establish a School-level parent advisory committee and, as applicable, an English learner parent advisory committee to review and comment on the plan in accordance with the review schedule established by the Board of Education
- Invite input on the plan from other School committees and school site councils
- Communicate with parents/guardians through the School newsletter, web site, or other methods regarding the plan and the opportunity to provide input
- Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
- Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan
- Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans
- Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

The Northern United Charter Schools' School Director or designee shall: (20 USC 6318)

- Assist parents/guardians in understanding such topics as the challenging state academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children
- Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement
- With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools
- To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education
- Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request
- Inform parents/guardians and parent organizations of the existence and purpose of parent information and resource centers in the state that provide training, information, and support to parents/guardians of participating students

In addition, the Northern United Charter Schools' School Director or designee may:

- Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- Provide necessary literacy training, using Title I funds if the School has exhausted all other reasonably available sources of funding for such training
- Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- Train parents/guardians to enhance the involvement of other parents/guardians
- Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- Adopt and implement model approaches to improving parent/guardian involvement
- Establish a school-wide parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities

- Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families
- Provide a master calendar of School activities and School meetings
- Provide information about opportunities for parent/guardian and family engagement through the School newsletter, web site, or other written or electronic means
- Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
- To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
- Provide training and information to members of Northern United Charter Schools and school site councils and advisory committees to help them fulfill their functions
- Provide ongoing School-level workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
- Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of related activities
- Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
- Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations
- Assign School personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues
- Provide information to schools about the indicators and assessment tools that will be used to monitor progress

To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6318)

The Northern United Charter Schools' School Director or designee may:

- Identify overlapping or similar program requirements
- Involve School and school site representatives from other programs to assist in identifying specific population needs
- Schedule joint meetings with representatives from related programs and share data and information across programs
- Develop a cohesive, coordinated plan focused on student needs and shared goals

Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318)

- Barriers to participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
- The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers
- Strategies to support successful school and family interactions

The Northern United Charter Schools' School Director or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

The Northern United Charter Schools' School Director or designee may:

- Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of School communications
- Gather and monitor data regarding the number of parents/guardians and family members participating in School activities and the types of activities in which they are engaged
- Recommend to the Northern United Charter Schools' Board of Directors measures to evaluate the impact of the School's parent/guardian and family engagement efforts on student achievement
- The Northern United Charter Schools' School Director or designee may:

The Northern United Charter Schools' School Director or designee may use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy (20 USC 6318)

The Northern United Charter Schools' School Director or designee may involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the School to adequately represent the needs of the population served by the School for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318)

The Northern United Charter Schools' School Director or designee may:

- Include information about school activities in School communications to parents/guardians and family members
- To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members
- Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The Northern United Charter Schools' policy containing parent/guardian and family engagement strategies shall be incorporated into the School's local control and accountability plan in accordance with 20 USC 6312 and shall be distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. Such policy shall describe the means by which the school will: (20 USC 6318)

- Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
- Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/guardian involvement
- Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if applicable, the joint development of the plan for school wide programs pursuant to 20 USC 6314

Northern United Charter Schools may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

Provide the parents/guardians of participating students all of the following:

- Timely information about Title I programs
- A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards
- If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians

If the school wide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the Charter School makes the plan available.

Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's challenging academic achievement standards
- Ways in which parents/guardians will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time

- The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
 - Frequent reports to parents/guardians on their children's progress
 - Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
 - Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand

Build the capacity of the school and parents/guardians for strong parent involvement by implementing the required activities described in item #2 in the section "School Strategies for Title I Schools" above.

To the extent practicable, provide opportunities for the informed participation of parents/guardians and family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migrant children), including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand.

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

Each school's parent/guardian and family engagement policy shall be made available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001.

Northern United Charter Schools' policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

S-24a Northern United-Humboldt Charter School

School-Parent Compact

We believe that cooperation between school and home is essential for children to succeed to their highest potential. We believe that schools and families who work together can solve even the most difficult problems. The more collaboration we model between home and school, the more assured students will be that their education is important both to their parents and their teachers. This document is a way for us to recognize the importance of this collaboration.

Student will:

- Demonstrate responsibility and best efforts in completion of all assignments.
- Be an active learner.
- Be prepared with appropriate materials and complete assignments on time.
- Be responsible for my own behavior at all times.
- Seek assistance for skills not understood.
- Show respect to self and others at all times.

Student Signature: _____

Family will:

- Foster/encourage parent/teacher partnerships.
- Assist my child with completing their assigned work by monitoring assignments.
- Provide a quiet place and time for my child to complete assignments.
- Make sure my child gets adequate sleep and has a healthy diet.
- Attend school parent-teacher conferences and parent education/support nights.
- Support all elements of the Parent Involvement Policy adopted by the NUCS Board of Directors.
- Show respect to self and others at all times.

Parent Signature: _____

School/Staff will:

- Foster/encourage parent/teacher partnerships.
- Receive training in strategies to effectively communicate with parents.
- Teach California adopted grade level standards, skills and concepts.
- Strive to address the individual needs of your child in a supportive environment.
- Report student progress through conference, phone calls, written reports, achievement test results, and performance test results.
- Provide support activities which may include tutoring, intervention and enrichment opportunities.
- Provide opportunities for parents to volunteer and participate.
- Show respect to self and others at all times.

Staff Signature: _____

S-24b Northern United-Siskiyou Charter School

School-Parent Compact

We believe that cooperation between school and home is essential for children to succeed to their highest potential. We believe that schools and families who work together can solve even the most difficult problems. The more collaboration we model between home and school, the more assured students will be that their education is important both to their parents and their teachers. This document is a way for us to recognize the importance of this collaboration.

Student will:

- Demonstrate responsibility and best efforts in completion of all assignments.
- Be an active learner.
- Be prepared with appropriate materials and complete assignments on time.
- Be responsible for my own behavior at all times.
- Seek assistance for skills not understood.
- Show respect to self and others at all times.

Student Signature: _____

Family will:

- Foster/encourage parent/teacher partnerships.
- Assist my child with completing their assigned work by monitoring assignments.
- Provide a quiet place and time for my child to complete assignments.
- Make sure my child gets adequate sleep and has a healthy diet.
- Attend school parent-teacher conferences and parent education/support nights.
- Support all elements of the Parent Involvement Policy adopted by the NUCS Board of Directors.
- Show respect to self and others at all times.

Parent Signature: _____

School/Staff will:

- Foster/encourage parent/teacher partnerships.
- Receive training in strategies to effectively communicate with parents.
- Teach California adopted grade level standards, skills and concepts.
- Strive to address the individual needs of your child in a supportive environment.
- Report student progress through conference, phone calls, written reports, achievement test results, and performance test results.
- Provide support activities which may include tutoring, intervention and enrichment opportunities.
- Provide opportunities for parents to volunteer and participate.
- Show respect to self and others at all times.

Staff Signature: _____

S-25 Special Education Policy

The Northern United Charter Schools' Board of Directors recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education ("FAPE") in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code section 56195.8.

Identification, Referral, and Evaluation for Special Education

Northern United Charter Schools shall follow applicable state and federal law and regulations and Special Education Local Plan Area ("SELPA") policy with respect to the identification, referral, and assessments of students for special education and related services.

Individualized Education Program ("IEP") Team Meetings

Northern United Charter Schools shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

If a student's general or special education teacher request a review of student's assigned class, Northern United Charter Schools will ensure this review is conducted. A mandatory IEP meeting shall be convened if the review indicates a change to the student's placement, instruction, related services, or any combination thereof may be required. The IEP team shall be responsible for completing the review within fifteen (15) school days of the teacher's request.

Procedural Safeguards

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please see the Northern United Charter Schools' Director of Special Education for a copy of your procedural safeguards.

Nonpublic, Nonsectarian Services

Northern United Charter Schools may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at Northern United Charter Schools is not available in accordance with Education Code section 56366 and Section 3062 of Title 5 of the California Code of Regulations. When entering into agreements with nonpublic, nonsectarian schools ("NPSs") or agencies ("NPAs"), Northern United Charter Schools shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

In accordance with Education Code section 56366.1, when entering into a Master Contract with an NPS where Northern United Charter Schools has not previously placed a student, the Charter School shall

conduct an onsite visit to the NPS at the time of placement. Northern United Charter Schools shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:

- A review of services provided to the student through the individual service agreement between Northern United Charter Schools and the NPS;
- A review of progress the student is making toward the student's IEP goals;
- A review of progress the student is making toward the goals set forth in the student's behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by Northern United Charter Schools.

Northern United Charter Schools shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

Special Education Program

Northern United Charter Schools shall employ or contract with certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to:

- Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day.
- Providing information and assistance to students with disabilities and their parents/guardians.
- Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
- Coordinating special education services with the regular school programs for each student with disabilities enrolled in the special education program.
- Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.
- At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
- Special education teachers shall not simultaneously be assigned to serve as special education teachers and to teach regular classes.

Northern United Charter Schools' special education program shall be under the direction of a special education teacher who possesses:

- A special education credential or clinical services credential with a special class authorization.
- Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing.
- Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Northern United Charter Schools' School Director shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy. No special education teacher shall have a caseload which exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, section 3100.

Transportation

Northern United Charter Schools shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

When transportation services are required, the Northern United Charter Schools' School Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the School Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to persons with disabilities may be transported in a school bus when accompanied by students with disabilities, teachers with disabilities, or persons training the dogs.

Northern United Charter Schools shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, are equipped with an operational child safety alert system. The Charter School shall ensure that all buses are equipped with a passenger restraint system.

Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. § 571.222). Northern United Charter Schools shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

Information on the Number of Individuals with Exceptional Needs

Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

Independent Educational Evaluations

IEE at Parent Expense

Northern United Charter Schools acknowledges that a parent/guardian has the right to obtain an independent educational evaluation(s) (“IEE”) at their own expense at any time. In these circumstances, the School Director or designee(s) shall ensure that the student’s IEP team shall consider the results of the IEE when determining an offer of a FAPE for the student. However, the results of an IEE will not dictate the IEP team’s determinations.

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the School Director or designee(s) shall ensure that the unilaterally obtained IEE meets the following criteria:

- The parent disagreed with the Northern United Charter Schools’ evaluation and the Charter School received a request within a reasonable time after receipt of the results of the evaluation.
- The parent timely and upon request provided Northern United Charter Schools with written consent to exchange information with the examiner.
- The private evaluation meets all criteria contained in this Policy.
- The parent timely provided a copy of the written evaluation report and all other documents\tests related to the report.
- The examiner attends the relevant IEP team meeting by phone or in person to discuss their findings and provides protocols of all assessments to Northern United Charter Schools.

The reimbursement will be in an amount no greater than the actual cost to the parents. Parents may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree.

In all cases, if Northern United Charter Schools initiates a due process hearing to show that the Charter School’s evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer.

IEE at Public Expense

Northern United Charter Schools recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by the Charter School within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.

The Northern United Charter Schools' School Director or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense, the Charter School shall provide the parent/guardian with a copy of their Procedural Safeguards *and*, without unnecessary delay, either:

- Initiate a due process hearing to show that the evaluation, completed by Northern United Charter Schools, is appropriate; or
- Provide the parent/guardian with information about where an IEE may be obtained, Northern United Charter Schools' criteria applicable for IEEs, and ensure that an IEE is provided at public expense.

Should Northern United Charter Schools grant the parent's request for an IEE, the Northern United Charter Schools' School Director or designee(s) shall ensure the following:

- The criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Northern United Charter Schools uses when it initiates an evaluation.
- Northern United Charter Schools does not impose conditions or timelines related to obtaining an IEE at public expense.
- All assessments shall be completed by persons competent to perform the assessment as determined by Northern United Charter Schools. Parent has the right to choose the examiner.
- If the original evaluation completed by Northern United Charter Schools included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting.
- A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by Northern United Charter Schools.
- The evaluator must prepare and sign a full evaluation report containing:
 - A list of all information/data reviewed.
 - A clear explanation of the testing and assessment results.
 - A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.
 - A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.

- Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.

The cost determination for an IEE shall be comparable to the costs incurred by Northern United Charter Schools when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Northern United Charter Schools' School Director or designee(s) shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated (*once every three (3) years*) and determined by averaging the cost of the following three factors:

- The cost of an assessment provided by a Northern United Charter Schools employee.
- The cost of an assessment provided by a neighboring local educational agency.
- The cost of an assessment provided by a private service provider, with appropriate qualification, within 40 miles from Northern United Charter Schools.

The Northern United Charter Schools' School Director or designee(s) shall ensure a parent/guardian may demonstrate that unique circumstances, related to the student's education need(s), justify a financial waiver of any for the cost as defined by the Charter School.

The Northern United Charter Schools' School Director or designee(s) shall ensure a parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, the Charter School recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

- A decrease in available lifetime coverage or any other benefit under an insurance policy
- An increase in premiums or the discontinuance of the policy
- An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim

High School Graduation Policy

Northern United Charter Schools' teachers and the academic counselor will work with students and their parent/guardian to create an individualized academic plan that meets the academic goals of the student, while fulfilling the high school graduation requirements. The student's academic progress will be monitored by a Northern United Charter Schools' credentialed teacher, the academic counselor, and the Charter School's administrative team.

Northern United Charter Schools requires students to successfully complete 220 credits to graduate. Certain subject areas require a specific number of credits in specific courses to meet the graduation requirements. Details are shown below. Extra credits in a subject area may be used to meet the electives requirement.

- English: 40 credits
- Life Skills: 30 credits (5 credits health, 5 credits computer, 20 credits of P.E.)
- History: 30 credits (10 credits of World, 10 credits of US, 5 credits of Economics and 5 credits of US Government)
- Mathematics: 30 credits (including algebra I and/or higher math)
- Science: 20 credits (10 credits of Life Science and 10 credits of Physical Science.)
- Visual and Performing Arts or 10 credits of the same foreign Language
- Electives: 60 credits

Early Graduation:

Northern United Charter Schools honors those students who are motivated to finish their high school education early. The Northern United Charter Schools' School Director will review and approve all early graduation requests on a case by case basis.

Those students wishing to graduate early must meet all the state and local high school graduation requirements including:

Successfully completing 220 credits in all subject areas with a grade of C or higher.

Receiving a passing grade (C or higher) in Algebra I. (10 credits)

Graduation Planning:

It is the responsibility of Northern United Charter Schools' teachers to inform the parents/guardians of the Charter Schools' policies and processes concerning graduation.

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Graduation Requirements

Northern United Charter Schools' Graduation Requirements for 2021-2022

English- 40 credits of Language Arts required

Life Skills- 30 credits of Life Skills required

- 5 credits Technology/ Computer Skills
- 20 credits of PE
- 5 credits of Health

History- 30 credits of Social Science required

- 10 credits of World History
- 10 credits of United States History
- 5 credits of United States Government
- 5 credits of Economics

Mathematics - 30 credits required

- 10 credits of Algebra I / Integrated Math I, or a higher level math
- 20 credits of other math courses

It is recommended that students complete three years of sequential math. (*Example: Algebra I, Geometry, Algebra II OR Integrated Math I, Integrated Math II, Integrated Math III*)

Science - 20 credits required, 30 recommended

- 10 credits of Life Science- (Biology)
- 10 credits of Physical Science- (Earth Science and/ or Chemistry)

Electives - 60 credits required

- It is recommended that all students take at least 10 credits of a College Preparatory Elective

Visual Performing Arts (VPA) or Foreign Language- 10 credits

- Either 10 credits of the same Foreign Language or 10 credits of the same Visual Performing Art

220 High School Credits Total

S-27 High School Credits and Enrollment Policy

Northern United Charter Schools encourages all high school students who are enrolled to be full time students. A full time student is defined as being enrolled in 30 credits or more in each semester. Northern United Charter Schools requires all high school students to be enrolled in a minimum of 20 credits per semester.

Northern United Charter Schools' academic counselors will monitor student's credits earned each semester that a student is enrolled in the Charter School. Students who complete less than the required 20 credits within any semester will be put on Academic Probation.

A letter of academic probation will be sent, by the academic counselor, to the student, their parent/guardian and added to the student's CUM file. The student will have one semester to complete a minimum of twenty credits, plus the number of credits they were deficient during the previous semester. Once completed, they will be exited from the Academic Probation process. If a student fails to complete the deficient number of credits in the following semester, Northern United Charter Schools will conduct an evaluation to determine if independent study is in the student's best interests. If Northern United Charter Schools determines that independent study is not in the student's best interest, the Charter School may proceed with the process to drop the student.

Northern United Charter Schools allows students to earn more than 40 credits in one semester. The Northern United Charter Schools' academic counselor will work with the School Director to determine if taking more than 40 credits is in the best interest of the student requesting approval.

Only students with a proven academic record and parental support will be considered for 55 credits or more. If approved, the student must submit the full body of their work to be reviewed by the Northern United Charter Schools' academic counselor and the Northern United Charter Schools' School Director for each semester that they are enrolled with 55 or more credits for verification and approval.

S-28

Work Experience Education Policy

Northern United Charter Schools encourages students to gain work experience as part of their education.

To participate in the work experience education program a student under the age of eighteen (18) is required to have a work permit and a signed Job Training Agreement on file at the Northern United Charter Schools' Records Office

It will be the responsibility of the student's teacher to assist the student in providing all necessary documents and to provide the equivalent of one (1) hour of related instruction per week.

Credits for Work Experience will be issued only after the completion of the required paperwork and assigned course work for the semester.

All students must abide with the Child Labor Laws of California.

All students will need to complete four hours per month of work experience education instruction assigned by their teacher.

The following criteria will be used to determine the number of credits that a student may earn in one semester. Fifteen hours of work plus 4 hours of related instruction will be equal to 1 elective credit. A student will not be allowed to exceed 10 credits per semester.

S-29

Work Permit Policy

In order to receive a work permit issued by Northern United Charter Schools' students must abide by the following rules:

All students must abide with the Child Labor Laws of California.

All students must be enrolled and successfully completing a minimum of 20 credits with Northern United Charter Schools before a work permit will be issued.

A student must **maintain** a grade point average of 2.00 or higher throughout the year to be issued an **“unconditional”** work permit.

If a student's GPA is between 1.00 and 1.99, the student will be issued a “conditional” work permit at the beginning of the next semester. This permit will allow the student to work no more than fifteen hours per week.

It will be the responsibility of the teacher to notify the student's parent/guardian and the employer of the student's lack of academic progress.

If a student's G.P.A. falls below 1.00 the work permit will be revoked.

Upon Request, the School Director or designee will review individual cases. If there are extenuating circumstances and the case is deemed a hardship for the student a conditional work permit may be issued for one semester.

S-30

Driver's Education Policy

The Driver's Education Course is comprised of two parts: Driver's Education and Driver's Training. The Driver's Education part is the classroom portion that includes the approved text, workbook and worksheets, tests and safety videos. The Driver's Training is the actual behind-the-wheel instruction.

Driver's Education

Northern United Charter Schools allows students to earn high school credits by completing the classroom portion required to earn a DMV pink slip.

Driver's Training

Northern United Charter Schools does not offer behind the wheel Drivers Training. A student must enroll through a professional state licensed driving school.

The following vendors are approved Northern United Charter Schools' Vendors

- Mt. Shasta Driving School
- Eureka Driving School

DMV Pink Slip

Once the student has completed all Driver's Education requirements and the practice DMV test is passed in the course, a certificate of completion (also known as a 'pink slip') is awarded to the student by a Northern United Charter Schools' teacher only.

S-31 Community College Co-Enrollment Policy

Enrollment

Northern United Charter Schools encourages students to enroll in Community College courses when it is deemed appropriate by the parent and the student's teacher. The parent is responsible for enrolling the student by contacting the college enrollment office since each college will have their own age restrictions. The parent must identify their student as being enrolled in a public high school.

Community College's general criteria for admitting high school students:

- Minimum GPA of 3.00.
- Student must demonstrate adequate preparation in the requested course of study.
- Some community colleges may require an assessment test depending on the course of study.

Attendance Information

A student enrolled in Northern United Charter Schools must carry at least 20 credits in addition to any courses taken at a community college. A student, who is enrolled in at least 20 credits, may take up to 12 credits at a community college as long as all other criteria are met.

Please note: that some Community Colleges may have different criteria for number of credits allowed to be taken by high school students.

Documenting the College Course

Students who complete a college course have the opportunity to earn high school credit for their college coursework. In order to receive high school credits, the name of the college, the name of the course and the course number must be documented on the student agreement. In addition, the student must request that an official college transcript be sent to the Northern United Charter Schools' counseling office in order for the college course(s) to be added to the student's high school transcript. Students may choose not to add college courses to their high school transcript. If a student chooses to submit a college transcript for high school credits, all courses will be added regardless of the grade received.

Assigning Credits

Students who complete a college-level course will earn 3.33 high school credits per college unit. Students will be awarded an honors grade point average bump for the course if a grade of a C or better is earned. Students will also earn a-g credit for college courses that are a-g approved through the UC Course Management Portal. Pre-collegiate, no-credit, and courses that are not university-transferable will not receive additional credits or a GPA bump.

College Books

College bookstores are treated the same as any other vendor. In order for a college bookstore to be an approved vendor, the bookstore must accept PO's and ship books to the teacher to distribute to students.

S-32 Physical Fitness Testing Policy

Public school students in grades five, seven and nine are required to take the Physical Fitness Test (“PFT”).

The Northern United Charter Schools’ School Director or designee shall designate an employee to organize, oversee and administer the PFT annually during the months of February through May to all students in grades five, seven and nine. The designated employee will record and submit the data to the State by June 30 of each school year.

The PFT is composed of the following six fitness areas:

Aerobic Capacity:

- Pacer
- One-Mile run
- Walk test (only for ages 13 or older)

Abdominal Strength and Endurance

- Curl-ups

Upper Body Strength and Endurance

- Push-ups
- Modified Pull-up
- Flexed-Arm Hang

Body Composition

- Skinfold Measurements
- Body Mass Index
- Bioelectric Impedance Analyzer

Trunk Extensor Strength and Flexibility

- Trunk Lift

Flexibility

- Back-Saver Sit and Reach
- Shoulder Stretch

High School Requirements

All grade nine students are required to participate in the PFT. If a student does not pass all six components of the PFT in grade 9 they can retake the parts of the test they did not successfully pass every year until they pass.

S-33 Availability of Condoms Policy

Northern United Charter Schools, in partnership with parents and community, is committed to engaging all students in a comprehensive education, by preparing them to be confident, competent and proactive citizens in a diverse society. As such, the Northern United Charter Schools' Board of Directors strongly supports California's policy of comprehensive sexuality education which teaches that abstinence is the only 100% effective way to avoid Sexually Transmitted Infections (STI's), Human Immunodeficiency Virus, (HIV), and pregnancy. (Education Code sections 51930-51939). However, the Board also believes it has a responsibility to take steps to prevent pregnancy among minors, HIV infection and Acquired Immune Deficiency Syndrome (AIDS), and other sexually transmitted diseases among students who do not abstain from sexual activity.

Therefore, students are also provided information regarding condom use, with medically accurate statistics citing the failure and success rates of condoms in preventing pregnancy, AIDS, and other STIs. (Education Code sections 51930-51939). This education is provided through comprehensive sexuality education in middle school and high school, including classroom presentations.

Condoms, when properly used, can reduce the incidence of pregnancy and transmission of HIV/AIDS and other STIs. Minors may consent to their own receipt of contraception, including condoms. (Family Code 6925). There is no legal restriction that limits minors' access to condoms. The Board therefore finds it appropriate for condoms to be available to all students who attend the high schools, under the conditions described below. Student participation in this program is entirely voluntary.

Parental Notice

The Northern United Charter Schools' School Director or designee shall annually notify parents/guardians about the existence of this program. Parents/guardians can receive information and educational materials designed to help them communicate effectively with their children about pregnancy prevention and sexually transmitted diseases by contacting the Humboldt and Siskiyou school sites directly.

Access and Information

Condoms will be provided to the Northern United-Humboldt and Northern United-Siskiyou Charter Schools and will be packaged with educational/instructional materials. Condoms shall be provided in their original packaging, along with the manufacturer's instructions.

Condoms shall be available to high school students in conjunction with an appropriate session with trained staff to identify risk factors and connect students to appropriate resources and supports as needed.

Verbal and/or written information shall be available to all students obtaining condoms which stresses that abstinence is the only 100% effective method of preventing pregnancy and sexually transmitted infections and which does not condone or in any way encourage sexual activity among or with students. Students shall receive additional information as appropriate and necessary regarding the proper use of condoms and their effectiveness.

Information shall also be provided to advise students not to engage in unlawful sexual activity. School staff are mandated reporters and shall report any unlawful sexual activity as required by law.

S-34 Valedictorian and Salutatorian Policy

Northern United Charter Schools will select the Valedictorian and Salutatorian based on the number 1 and 2 ranked students, respectively, for each graduation class. Rankings shall be based on the Academic Grade Point Average (AGPA) based on the semesters that include the summer after 9th grade through the fall of the 12th grade year.

The AGPA is computed using the semester grades from all subject areas except the following: PE, Work Experience, non UC/CSU transferable college courses, and nonacademic courses.

AP, honors, and concurrent UC/CSU transferable college courses are weighted on a 5-point scale.

Incomplete grade will be calculated as an “F”.

Students graduating early or late (separate from their cohort) shall not receive consideration for Valedictorian/Salutatorian but would be recognized for achieving the rank of either 1 (one) or 2 (two).

The top three seniors as ranked by their AGPA in the School Information System will be selected as finalists and their transcripts will be reviewed.

Students will be ranked one to three based on AGPA and strength of schedule. Strength of schedule is the total scaled grade points earned in the six semesters (as stated above).

The top ranked student that meets the above stated criteria will be named Valedictorian.

The second ranked student that meets the above stated criteria will be named Salutatorian.

In the event of a tie, a Co-Valedictorian and/or Co-Salutatorian will be named.

S-35 Wellness Policy

Northern United Charter Schools recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for Northern United Charter Schools' students. The Northern United Charter Schools' School Director or designee shall coordinate and align School efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Northern United Charter Schools' School Director or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

School Wellness Council

The Northern United Charter Schools' School Director or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the Northern United Charter Schools' student Wellness Policy. (42 USC [1758b](#); 7 CFR [210.30](#))

To fulfill this requirement, the Northern United Charter Schools' School Director or designee may appoint a school wellness council or other school committee and a wellness council coordinator. The council may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Northern United Charter Schools' School Director or designee may make available to the public and school community a list of the names, position titles, and contact information of the wellness council members.

The wellness council shall advise the Charter School on health-related issues, activities, policies, and programs. At the discretion of the Northern United Charter Schools' School Director or designee, the duties of the council may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Northern United Charter Schools' Board of Directors shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC [1758b](#); CFR [210.30](#))

Northern United Charter Schools' nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health.

Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

All Northern United Charter Schools' students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Northern United Charter Schools' Board of Directors may enter into a joint use agreement or memorandum of understanding to make the Charter Schools' facilities or grounds available for recreational or sports activities outside the school day, and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, Northern United Charter Schools may provide access to health services at or near school locations and/or may provide referrals to community resources.

The Northern United Charter Schools' Board of Directors recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

The Northern United Charter Schools' School Director or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the School shall adopt nutrition guidelines which are consistent with 42 USC [1758](#), [1766](#), [1773](#), and [1779](#) and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC [1758b](#))

In order to maximize the Charter School's ability to provide nutritious meals and snacks, all School locations shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the Charter School may sponsor a summer meal program.

The Northern United Charter Schools' School Director or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code [38086](#) and 42 USC [1758](#), and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Northern United Charter Schools' Board of Directors believes that all foods and beverages sold to students at the School, including those available outside the School's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the Charter School for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The Northern United Charter Schools' School Director or designee shall encourage school organizations to use healthy food items or non- food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

Northern United Charter Schools' staff shall encourage parents/guardians or other volunteers to support the School's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the Charter School's nutrition education program, the Northern United Charter Schools' Board of Directors prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (7 CFR [210.30](#))

Program Implementation and Evaluation

The Northern United Charter Schools' School Director designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the School's wellness policy. (42 USC [1758b](#); 7 CFR [210.30](#))

Shari Lovett

Northern United Charter
Schools' School Director
(707) 445-2660 x110

slovett@nucharters.org

The Northern United Charter Schools' School Director or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC [1758b](#); 7 CFR [210.30](#))

The assessment shall include the extent to which Northern United Charter Schools is in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC [1758b](#))

The Northern United Charter Schools' School Director or designee shall invite feedback on the Charter School and charter school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Northern United Charter Schools' Board of Directors and the Northern United Charter Schools' Director or designee shall establish indicators that will be used to measure the implementation and effectiveness of the Charter School activities related to student wellness. Such indicators may include, but are not limited to:

- Descriptions of the Charter School's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
- An analysis of the nutritional content of school meals and snacks served in all Charter School programs, based on a sample of menus and production records
- Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
- Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards
- Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards
- Results of the state's physical fitness test at applicable grade levels
- Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
- A description of the Charter School's efforts to provide additional opportunities for physical activity outside of the physical education program
- A description of other school wide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of the Charter School data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Northern United Charter Schools' School Director or designee shall prepare and maintain the proper documentation and records needed for the administrative review of

the Northern United Charter Schools' Wellness Policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both Northern United Charter Schools and state evaluations shall be submitted to the Northern United Charter Schools' Board of Directors for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus school resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Northern United Charter Schools' School Director or designee shall inform the public about the content and implementation of the Northern United Charter Schools' Wellness Policy and shall make the policy, and any updates to the policy, available the public on an annual basis. He/she shall also inform the public of the Charter School's progress towards meeting the goals of the Wellness Policy, including the availability of the triennial School assessment. (Education Code [49432](#); 42 USC [1758b](#); 7 CFR [210.30](#))

The Northern United Charter Schools' School Director or designee shall distribute this information through the most effective methods of communication, including school or school newsletters, handouts, parent/guardian meetings, School web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and wellness and academic performance.

Each Northern United Charter Schools' location may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records

The Northern United Charter Schools' School Director or designee shall retain records that document compliance with 7 CFR [210.30](#), including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the Wellness Policy for each Charter school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR [210.30](#))

S-36 Transportation Safety Plan Policy

Because Northern United Charter Schools provides transportation to or from a Northern United Charter Schools' school activity, the Northern United Charter Schools' Board of Directors approved the following transportation safety plan, which contains procedures for Northern United Charter Schools' personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each Northern United Charter Schools' campus and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of Northern United Charter Schools' policies and procedures, including violation of safety procedures in a school vehicle, could result in discipline pursuant to the Northern United Charter Schools' discipline policy. This policy applies to all Northern United Charter Schools' vehicles when used to transport any Northern United Charter Schools' students to or from a Northern United Charter Schools' school activity.

Crossing the Street

If the school site or school activity destination is located on the opposite side of the street from where the school vehicle is parked, and students exiting the school vehicle must cross the street to arrive at the school site or school activity destination, the students must be physically escorted by the driver across that street and under the driver's direction and supervision. The driver must physically get out of the school vehicle to assist the students safely across the street.

Procedures for Kindergarten through Eighth Grade Students Regarding Boarding and Exiting the School Vehicle

Northern United Charter Schools has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from a school vehicle.

Boarding:

- Students shall board or exit the school vehicle ONLY at the assigned stop or school activity destination.
- Students shall board the vehicle in an orderly manner.
- Students are to find their seat as quickly as possible and sit down facing the front of the school vehicle.
- Students are to remain seated at all times while the school vehicle is in motion.
- Students are to maintain a noise level which will allow the driver to hear approaching traffic.
- Students are to follow the directions of the driver while they are aboard the school vehicle.
- Students are responsible to follow all rules and regulations.

Exiting:

- Students shall stay seated until the vehicle comes to a complete stop.

- Once the driver has stopped the vehicle completely and opened the door, students are to unload seat by seat.
- Students remaining on the vehicle are to remain seated until the vehicle stops at their assigned stop or school activity destination.
- Students will unload the vehicle in an orderly manner.
- Students shall exit the vehicle only at their assigned stop or school activity destination.
- Students are to move away from the vehicle as they unload. Students shall not get underneath the vehicle to retrieve a book, paper or some other article. The student should always tell the driver and have the driver get the article for them.
- Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
- Students must avoid trespassing on other people's property and stay on sidewalks when possible.

Procedures for All Northern United Charter Schools' Students to Follow as They Board or Exit a School Vehicle at or Other School Activity Locations.

Northern United Charter Schools has created the following procedures to govern the safe entry and exit of all students from a Northern United Charter Schools' school vehicle at or other school activity location.

Boarding the School Vehicle at School Site or School Activity Location:

- The driver will monitor the students' entry onto the vehicle to ensure an orderly and safe entry for all students.
- The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school vehicle(s) to wait. When the students are ready to load, Northern United Charter Schools' staff shall inform the driver, and the driver will begin the boarding process.

Exiting the School Vehicle at School Site or School Activity Location:

Upon arrival at the school or school activity destination, the driver will select an area where the vehicle can be lawfully parked and the boarding/exiting of students can be reasonably controlled.

- The driver will confer with the Northern United Charter Schools' teacher/head chaperone regarding the time and location where the group will assemble to reload the vehicle(s).
- When it is clear and safe to do so, the driver will have the students exit the vehicle.
- When the Northern United Charter Schools' teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.

Students exiting the school vehicle at either Northern United Charter Schools or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from staff and the driver(s).

General rules of conduct for all students:

- Students are not to play in or be in the street or private property.

- Students should not approach a school vehicle until it comes to a complete stop at the assigned location;
- Students should board and exit the vehicle in an orderly fashion, with no pushing or shoving.
- Students should understand the driver is in charge at all times, and students should follow the driver's directions.
- Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported in the school vehicle.

Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Vehicle

Northern United Charter Schools' employees should always be involved and active in the supervision of the loading and unloading of students at and on activity trips to ensure no student is left unattended in a school vehicle or school activity vehicle.

Northern United Charter Schools' employees shall adhere to the following procedures:

- Before leaving the school for a school activity, the teacher/head chaperone for the trip shall ensure they have a copy of the class roster with all student names.
- Once the school vehicle reaches the destination, the teacher/head chaperone shall be the first person to exit the vehicle and will note each student who exits the vehicle by comparing the exiting students against the class roster.
- Before leaving the school vehicle unattended, a Northern United Charter Schools' staff member/chaperone will check each seat and area on the floor by each seat to ensure no students are present.
- Once all students and staff/chaperones have exited the school vehicle(s), but before leaving for the designated activity, the teacher/head chaperone will conduct another roll call by calling out each student's name and waiting for verbal and visual confirmation from the student of being present.
- The teacher/head chaperone will discuss with the driver a way to contact each other in the event it is later discovered a student is still in the school vehicle.

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

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

Instruction in Emergency Procedure and Passenger Safety

Northern United Charter Schools shall ensure that all students who are transported in a school vehicle receive instruction in emergency procedures and passenger safety.

Instruction for all Students Prior to Departure on School Trip

Prior to departure on a school activity trip, Northern United Charter Schools shall provide safety instruction to all students riding in a school vehicle. This instruction shall include, but not be limited, to the following:

- Use and location of any emergency equipment and/or first aid kit.
- Procedures for students entering and exiting the school vehicle and crossing the street as set forth in this Plan.
- Instruction on how to use the passenger restraint systems, including but not limited to the following:
 - Proper fastening and release of the passenger restraint system;
 - Acceptable placement of passenger restraint systems on students; and
 - Times when the passenger restraint systems should be fastened and released.

Upon completion of the safety presentation, the driver shall have the teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

Operation of School Vehicle When Visibility Reduced to 200 Feet or Less

Northern United Charter Schools' drivers of school vehicles shall have the authority to discontinue school vehicle operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

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

- The school vehicle driver will notify the School Director that atmospheric conditions have reduced visibility to 200 feet or less.
- The Northern United Charter Schools' School Director may consult with legal counsel as needed.
- The Northern United Charter Schools' School Director may direct that the school vehicle operation will be suspended or delayed to the extent required by the conditions. The length of time for the suspension or delay of school vehicle operation shall be at the discretion of the School Director.

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.7 Approval of the Unaudited Actuals for NU-SCS

Action Requested:

Approval

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

This is a yearly requirement. Please see attached Unaudited Actual Financial Report. This is the report on the actual revenue and expenses, prior to being audited, for NU-SCS for the 2020-2021 school year. Once last year's financials are audited, there may be some minor revisions.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.8 Resolution S2022-2: Resolution for Siskiyou County Office of Education (SCOE) to Transfer Funds within NU-SCS' Account

Action Requested:

Approval

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

Because we contract with SCOE to complete the budgets for NU-SCS, the Board must give permission for SCOE to transfer funds within NU-SCS' account. This resolution allows SCOE to make the necessary reconciliations within our account.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi

Agenda Item 5.
DISCUSSION ITEMS

Subject:

No items

Action Requested:

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

Fiscal Implications:

Contact Person/s:

Agenda Item 6.
REPORTS

Subject:

6.1 Student Enrollment and Attendance Report

Action Requested:

None

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

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

Enrollment as of 10/22/2021
NU-Humboldt Charter School - 327
NU-Siskiyou Charter School - 120

Attendance as of 10/22/2021:
NU-Humboldt Charter School - 95.99%
NU-Siskiyou Charter School - 98.57%

Fiscal Implications:

To be determined

Contact Person/s: Shari Lovett, Lynda Speck

NORTHERN UNITED CHARTER SCHOOLS

ATTENDANCE AND ADA SUMMARY REPORT BY LEARNING PERIODS

NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL						NORTHERN UNITED-SISKIYOU CHARTER SCHOOL					
Date Range	End Enroll	ADA Enroll	% ADA	Date Range	End Enroll	ADA Enroll	% ADA				
08/30-9/24	326	316	95.99%	08/30-9/24	119	116	98.57%				
09/27-10/22	327			09/27-10/22	120						
10/25-11/19				10/25-11/19							
11/22-12/17				11/22-12/17							
12/20-1/28				12/20-01/28							
1/31-2/25				1/31-2/25							
2/28-3/25				2/28-3/25							
3/28-4/22				3/28-4/22							
4/25-5/20				4/25-5/20							
5/23-6/16				5/23-6/16							
Year Overall				Year Overall							

Agenda Item 6.
REPORTS

Subject:

6.2 Financial Report

Action Requested:

None

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

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

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi

Account classifications selected		Field ranges selected	
FD	RESC Y OBJT GOAL FUNC SCH LOCAL	FI	RANGE
1.	-	-	-
2.	-	-	-
3.	-	-	-
4.	-	-	-
5.	-	-	-
6.	-	-	-
7.	-	-	-
8.	-	-	-
9.	-	-	-
10.	-	-	-

Primary sort/rollup levels: FD
Income summary level: 4
Expense summary level: 4
Data source: GLSTEX Standard Extract
Report template: /var/opt/gss/data/CTFAR300: 07/07/2020 17:07:13
Budget type: R Revised
Include budget transfers: U
GL Transactions: B Approved and Unapproved
Exclude Pre-encumbrances: N
Use Reference Values: N
Restricted Fld Nbr: 02 RESOURCE
Separation Option: No Separation of Restricted and UnRestricted
Extraction Type: Restricted and UnRestricted

Report prepared: 11/01/2021 12:19:13

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance Used
Beginning balance					
9110 CASH IN COUNTY TREASURY	0.00	30,160.92	217,473.52	0.00	217,473.52
9209 A/R SET-UP ODD YEARS	0.00	17,557.69-	206,024.36-	0.00	206,024.36-
9508 USE TAX LIABILITY	0.00	0.00	41.77-	0.00	41.77-
9509 ACCOUNTS PAYABLE SET UP-ODD YR	0.00	0.00	39,426.54	0.00	39,426.54
9510 ACCOUNTS PAYABLE CURRENT LIAB	0.00	0.00	7,145.16	0.00	7,145.16
9511 STRS	0.00	0.00	0.00	0.00	0.00
9512 PERS	0.00	0.00	0.00	0.00	0.00
9513 OASDHI	0.00	0.00	0.00	0.00	0.00
9514 H & W	0.00	160.82-	21,622.58	0.00	21,622.58
9515 SUI	0.00	0.00	0.00	0.00	0.00
9516 W/COMP	0.00	0.00	0.00	0.00	0.00
9518 MEDICARE	0.00	0.00	0.00	0.00	0.00
TOTAL Beginning balance	0.00	12,442.41	79,601.67	0.00	79,601.67
Current year revenue					
8011 STATE AID - CURRENT YEAR	1,587,080.00	141,213.00	439,330.00	0.00	1,147,750.00
8012 EPA REVENUE	27,704.00	0.00	6,926.00	0.00	20,778.00
8290 ALL OTHER FEDERAL REVENUES	199,830.00	1,686.00	9,747.00	0.00	190,083.00
8560 STATE LOTTERY REVENUE	25,725.00	0.00	0.00	0.00	25,725.00
8590 ALL OTHER STATE REVENUES	169,050.00	0.00	0.00	0.00	169,050.00
8660 INTEREST	5,000.00	1,096.16	1,096.16	0.00	3,903.84
8699 ALL OTHER LOCAL REVENUES	30,021.00	0.00	23,624.12	0.00	16,396.88
8792 TF OF APFORT FROM COE	39,145.00	0.00	0.00	0.00	39,145.00
8980 CONTRIBUTIONS FR UNRESTR REV	0.00	0.00	0.00	0.00	0.00
TOTAL Current year revenue	2,083,555.00	143,995.16	480,723.28	0.00	1,602,831.72
*TOTAL Beginning balance + Revenue	2,083,555.00	143,995.16	480,723.28	0.00	1,692,831.72
Expense					
1100 CERTIFICATED TEACHERS SALARIES	548,690.00	41,978.41	77,839.06	762,637.50	291,786.56-
1300 CERTIFICATED SUPERV & ADM SAL	0.00	4,809.16	7,213.74	121,231.08	128,444.82-
1900 OTHER CERTIFICATED SALARIES	0.00	0.00	0.00	0.00	0.00
2100 INSTRUCTIONAL AIDE SALARIES	250.00	0.00	0.00	0.00	250.00
2200 CLASSIFIED SUPPORT SALARIES	9,504.00	680.00	1,360.00	24,072.00	15,928.00-
2400 CLERICAL/TECHNICAL/OFFICE SAL	98,170.00	8,328.32	27,109.12	511,653.28	440,592.40-
2900 OTHER CLASSIFIED SALARIES	60,453.00	11,572.36	23,937.36	174,528.28	138,012.28-
3101 STRS CERTIFICATED	142,048.35	7,984.12	15,241.19	149,105.90	22,298.74-
3102 STRS CLASSIFIED	0.00	0.00	363.78	0.00	363.78-
3201 PERS CERTIFICATED	0.00	0.00	1,344.62-	0.00	1,344.62
3202 PERS CLASSIFIED	38,575.17	2,824.86	8,060.51	128,485.46	97,970.80-
3301 SOCIAL SECURITY CERTIFICATED	0.00	0.00	389.01-	0.00	389.01
3302 SOCIAL SECURITY CLASSIFIED	10,439.38	1,269.98	3,312.03	44,035.71	36,908.36-
3311 MEDICARE - CERTIFICATED	7,956.02	669.42	1,552.96	12,816.15	6,413.09-
3312 MEDICARE - CLASSIFIED	2,441.48	297.01	866.71	10,298.71	8,723.94-
3401 HEALTH & WELFARE CERTIFICATED	99,898.80	9,721.40	15,703.50	257,703.90	173,508.60-
3402 HEALTH & WELFARE CLASSIFIED	7,812.00	1,891.20	5,604.30	100,435.80	98,228.10-
3501 UNEMPLOYMENT - CERTIFICATED	6,748.90	230.83	383.75	4,333.60	2,031.55
3502 UNEMPLOYMENT - CLASSIFIED	2,071.05	100.19	278.52	3,485.45	1,692.92-

10/01/2021 - 10/31/2021

2122 NUSCS FAR SUMMARY 10-2021

FUND :62 CHARTER SCH. ENTERPRISE FUND

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance	%used
3601 WORKERS COMP - CERTIFICATED	5,871.00	470.86	818.72	9,000.32	3,948.04-	167.2
3602 WORKERS COMP - CLASSIFIED	1,801.64	208.94	574.93	7,241.15	6,014.44-	433.8
4100 APPRVD TEXTBKS/CORE CURRICULA	16,334.00	848.85	33,116.74	7,945.85	24,728.59-	251.4
4300 SUPPLIES	50,541.00	2,226.45	13,931.72	7,399.06	29,210.22	42.2
4700 FOOD	4,500.00	55.50	181.32	16,559.93	12,241.25-	372.0
5200 TRAVEL & CONFERENCE	20,250.00	0.00	3,234.60	746.24	16,269.16	19.7
5300 DUES & MEMBERSHIPS	7,510.00	8,804.00	10,364.00	1,944.13	4,798.13-	163.9
5400 INSURANCE	29,000.00	0.00	31,496.00	0.00	2,496.00-	108.6
5500 OPERATION & HOUSEKEEPING SERV	26,000.00	450.56	3,345.34	16,482.16	6,172.50	76.3
5510 HEATING BUTANE, OIL	2,000.00	0.00	0.00	2,000.00	0.00	100.0
5520 ELECTRICITY	15,000.00	446.20	1,762.22	17,559.28	4,321.50-	128.8
5530 WATER&/OR SEWAGE	3,500.00	310.54	913.92	2,586.08	0.00	100.0
5550 DISPOSAL/GARBAGE REMOVAL	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5600 RENTALS, LEASES & REPAIRS,N.C.	12,600.00	1,191.92	3,714.18	17,314.42	8,428.60-	166.9
5612 NORTH UNITED RENT/LEASE BLDG	136,200.00	11,475.00	57,375.00	81,225.00	2,400.00-	101.8
5800 PROFES'L/CONSULTG SVCS/OP EXP	456,037.14	5,844.13	36,252.60	460,618.73	40,834.19-	109.0
5801 LEGAL FEES	3,000.00	0.00	2,489.21	4,531.98	4,021.19-	234.0
5830 AUDIT FEES	13,000.00	6,500.00	13,000.00	0.00	0.00	100.0
5864 CO-OP / SCOE	4,500.00	0.00	0.00	7,250.00	2,750.00-	161.1
5899 UNAPPROPRIATED REVENUE	236,721.96	0.00	0.00	0.00	236,721.96	0.0
5912 COMMUN - INTERNET SVCS/LINES	10,995.00	203.90	823.89	5,676.11	4,495.00	59.1
5922 COMMUNICATION - TELEPHONE SVCS	10,330.00	158.64	634.68	10,577.05	881.73-	108.5
5930 COMMUNICATION - POSTAGE/METER	600.00	0.00	0.00	600.00	0.00	100.0
7142 OTH TUIT,EXC CST PMT TO COE	12,185.00	0.00	0.00	0.00	12,185.00	0.0
7310 TRANSFERS OF INDIRECT COSTS	0.00	0.00	0.00	0.00	0.00	N/A
TOTAL Expense	2,115,534.89	131,552.75	401,121.61	2,982,080.31	1,267,667.03-	
Ending balance						
9790 FUND BAL-UNDESIG/UNAPPROP	31,709.49	0.00	0.00	0.00	31,709.49	
TOTAL Ending balance	31,709.49	0.00	0.00	0.00	31,709.49	
**Fund balance	31,979.89-	12,442.41	79,601.67			**

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance Used
Beginning balance					
9110 CASH IN COUNTY TREASURY	0.00	0.00	1,870.53-	0.00	1,870.53-
9620 DUE TO OTHER AGENCIES	0.00	0.00	1,870.53	0.00	1,870.53
TOTAL Beginning balance	0.00	0.00	0.00	0.00	0.00
*TOTAL Beginning balance + Revenue	0.00	0.00	0.00		*
**Fund balance	0.00	0.00	0.00		**

Fund 62 - CHARTER SCHOOLS ENTERPRISE FND

Fiscal Year 2021/22 Through November 2021

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	REVENUE LIMIT ST AID-CURR YR	3,765,213.00	3,765,213.00	1,108,100.00	2,657,113.00	29.43
8012	REVENUE LIMIT-EPA	70,512.00	63,650.00	18,710.00	44,940.00	29.40
8096	TRANSFERS>CHARTERS IN LIEU TAX	7,150.00	7,150.00	1,445.00	5,705.00	20.21
	Total LCFF Revenue Sources	3,842,875.00	3,836,013.00	1,128,255.00	2,707,758.00	29.41
Federal Revenue						
8181	SP ED-ENTITLEMENT PER UDC	69,272.00	69,272.00		69,272.00	
8290	ALL OTHER FEDERAL REVENUES	479,024.00	479,024.00		479,024.00	
8295	ALL FEDERAL REV PRIOR YEAR			166,624.63	166,624.63-	NO BDGT
	Total Federal Revenue	548,296.00	548,296.00	166,624.63	381,671.37	30.39
Other State Revenues						
8550	MANDATED COST REIMBURSEMENTS	8,989.00	8,989.00		8,989.00	
8560	STATE LOTTERY REVENUE	73,033.00	73,033.00	23,665.17	49,367.83	32.40
8590	ALL OTHER STATE REVENUES	506,779.00	506,779.00		506,779.00	
	Total Other State Revenues	588,801.00	588,801.00	23,665.17	565,135.83	4.02
Other Local Revenue						
8660	INTEREST	4,164.00	4,164.00	1,687.67-	5,851.67	-40.53
8699	ALL OTHER LOCAL REVENUES	353,120.00	353,120.00		353,120.00	
8792	TRANS OF APPORTION FROM COE	134,294.00	134,294.00	37,602.00	96,692.00	28.00
	Total Other Local Revenue	491,578.00	491,578.00	35,914.33	455,663.67	7.31
	Total Year To Date Revenues	5,471,550.00	5,464,688.00	1,354,459.13	4,110,228.87	24.79
Expenditure Detail						
Certificated Salaries						
1100	TEACHERS SALARIES - REGULAR	1,119,231.00	1,119,231.00	874,560.00	12,003.38	20.79
1104	SPECIAL ED TEACHER	292,395.00	359,700.00	86,874.15	14,732.49	24.15
1150	TEACHER SALARY - OTHER PAY	60,500.00	60,500.00	15,889.75	44,610.25	26.26
1200	CERT PUPIL SUPPORT SAL - REG	136,500.00	136,500.00	113,600.00	5,499.99-	20.81
1300	CERT SUPRVRS' & ADMINS' SAL	122,647.00	122,647.00	82,084.72	440.08-	33.43
1900	OTHER CERT SALARY- REGULAR	333,700.00	328,700.00	179,586.72	63,466.58	26.06
	Total Certificated Salaries	2,064,973.00	2,127,278.00	1,507,924.80	128,872.63	23.06
Classified Salaries						
2100	CLASS INSTR AIDE SAL-REGULAR	62,650.00	41,275.00	14,521.63	26,753.37	35.18
Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 75, Starting Period = 1, Ending Account Period = 0, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)						

Fund 62 - CHARTER SCHOOLS ENTERPRISE FND

Fiscal Year 2021/22 Through November 2021

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Classified Salaries (continued)							
2122	INSTR AIDE SAL HIRLY-SPECL ED.	20,664.00	42,077.00		935.00	41,142.00	2.22
2210	FOOD SERVICE PERSONNEL	2,288.00	8,044.00	35,533.36	11,622.68	39,112.04-	144.49
2214	CUSTODIAN	15,216.00	14,816.00		2,715.20	12,100.80	18.33
2218	COUNSELING/CAREER TECHNICIAN				3,440.01	3,440.01-	NO BDGT
2255	COMPUTER LAB TECHNICIAN	64,400.00	64,400.00	42,933.36	21,466.68	.04-	33.33
2304	BUSINESS MANAGER	66,400.00	66,400.00	44,266.72	22,133.36	.08-	33.33
2307	COORDINATOR	47,005.00	47,005.00	55,363.60	13,841.55	22,200.15-	29.45
2308	DIRECTOR	64,400.00	64,400.00	44,266.72	22,133.36	2,000.08-	34.37
2309	ADMINISTRATIVE ASSISTANT	51,600.00	51,600.00	38,757.36	12,842.68	.04-	24.89
2402	ACCOUNT TECHNICIAN	109,600.00	109,600.00	55,466.72	30,906.36	23,226.92	28.20
2403	CLERICAL TECHNICIAN	37,912.00	37,912.00		8,822.50	29,089.50	23.27
2405	ATTENDANCE TECHNICIAN	87,020.00	87,020.00	31,666.72	28,857.36	26,495.92	33.16
2900	OTHER CLASS SALARIES-REGULAR	104,059.00	104,059.00		27,837.50	76,221.50	26.75
	Total Classified Salaries	733,214.00	738,608.00	348,254.56	222,075.87	168,277.57	30.07
Employee Benefits							
3101	STRS - CERTIFICATED	565,566.00	574,035.00	231,940.32	75,742.09	266,352.59	13.19
3201	PERS - CERTIFICATED			24,852.80	8,163.40	33,016.20-	NO BDGT
3202	PERS - CLASSIFIED	156,602.00	160,928.00	76,121.84	44,476.79	40,329.37	27.64
3311	SOCIAL SECURITY-CERTIFICATED	7,604.00	7,604.00	4,376.80	1,544.47	1,682.73	20.31
3312	SOCIAL SECURITY-CLASSIFIED	47,067.00	48,752.00	21,437.60	13,687.18	13,627.22	28.08
3331	MEDICARE-CERTIFICATED	28,164.00	29,141.00	21,802.00	7,093.37	245.63	24.34
3332	MEDICARE-CLASSIFIED	11,008.00	11,401.00	5,013.68	3,201.11	3,186.21	28.08
3411	HEALTH & WELFARE BENEFITS-CRT	492,482.00	501,085.00	359,340.85	108,939.15	32,805.00	21.74
3412	HEALTH & WELFARE BENEFITS-CLS	169,364.00	177,728.00	88,642.56	50,158.84	38,926.60	28.22
3501	ST UNEMPLOYMENT INS-CERTIF	25,399.00	24,096.00	7,518.16	2,446.05	14,131.79	10.15
3502	ST UNEMPLOYMENT INS-CLASSIFD	9,338.00	9,327.00	1,728.80	1,103.81	6,494.39	11.83
3601	WORKER'S COMP-CERTIFICATED	22,095.00	22,290.00	14,283.92	4,703.14	3,302.94	21.10
3602	WORKER'S COMP-CLASSIFIED	8,123.00	8,357.00	3,284.88	2,140.24	2,931.88	25.61
	Total Employee Benefits	1,542,812.00	1,574,744.00	860,344.21	323,399.64	391,000.15	20.54
Books and Supplies							
4110	TEXTBOOKS	139,345.00	143,837.00		11,625.55	132,211.45	8.08
4212	LIBRARY BOOKS		2,000.00		1,563.62	436.38	78.18
4310	MATERIALS & SUPPLIES	71,982.00	94,541.00		37,749.20	56,791.80	39.93
4312	SUBSCRIPTIONS/PERIODICALS	5,000.00	7,000.00		7,269.23	269.23-	103.85
4314	TESTS	8,800.00	8,800.00			8,800.00	

Fund 62 - CHARTER SCHOOLS ENTERPRISE FND

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used	
Expenditure Detail (continued)								
Books and Supplies (continued)								
4351	OFFICE SUPPLIES	1,000.00	8,000.00		9,169.81	1,169.81-	114.62	
4364	GASOLINE	3,000.00	3,000.00		178.18	2,821.82	5.94	
4374	CUSTODIAL SUPPLIES	30,000.00	28,000.00		833.30	27,166.70	2.98	
4377	GROUPS SUPPLIES		2,000.00		1,502.91	497.09	75.15	
4381	BUILDING MAINTENANCE SUPPLS		3,500.00		2,626.99	873.01	75.06	
4392	MEDICAL SUPPLIES	25,891.00	25,891.00			25,891.00	1.00	
4396	FOOD SERVICE SUPPLIES	5,000.00	5,000.00		49.86	4,950.14	10.34	
4445	COMPUTERS	67,500.00	56,450.00		5,839.72	50,610.28	20,000.00	
4450	COMPUTER SOFTWARE	20,000.00	20,000.00			20,000.00	39.48	
4453	OTHER TECHNOLOGY	25,000.00	25,000.00		9,869.46	15,130.54	25.15	
4459	PERIPHERALS		3,500.00		880.13	2,619.87	35.00	
4710	FOOD	25,409.00	25,409.00		8,894.38	16,514.62	4,500.00	
4720	PREPARED FOOD	4,500.00	4,500.00			4,500.00		
	Total Books and Supplies	432,427.00	466,428.00	.00	98,052.34	368,375.66	21.02	
Services and Other Operating Expenditures								
5201	EMPLOYEE MILEAGE	18,376.00	18,117.00		969.99	17,147.01	5.35	
5202	REIMBURSABLE TRAVEL	4,000.00	4,000.00			4,000.00		
5205	AIRFARE	4,000.00	6,483.00			6,483.00		
5207	REGISTRATION FEES	18,000.00	19,500.00		5,425.90	14,074.10	27.83	
5209	ACCOMMODATIONS	20,500.00	22,000.00		7,005.60	14,994.40	31.84	
5261	BUS TICKETS FOR STUDENTS	3,250.00	3,250.00		500.00	2,750.00	15.38	
5300	DUES & MEMBERSHIPS	6,400.00	6,400.00		4,978.19	1,421.81	77.78	
5450	OTHER INSURANCE	30,500.00	30,500.00		30,075.28	424.72	98.61	
5500	UTILITIES & HOUSEKEEPING SRV	4,800.00	4,800.00		1,600.00	3,200.00	33.33	
5510	HEATING FUEL	750.00	750.00			750.00		
5520	ELECTRICITY SERVICES	15,000.00	15,000.00		2,698.12	12,301.88	17.99	
5530	WATER SERVICES	2,100.00	2,100.00		1,386.76	713.24	66.04	
5560	WASTE DISPOSAL	3,500.00	3,500.00		812.97	2,687.03	23.23	
5565	HAZARDOUS WASTE DISPOSAL	500.00	500.00			500.00		
5612	RENTALS AND LEASES-BUILDINGS	261,456.00	257,956.00		107,340.00	150,616.00	41.61	
5623	RENTALS AND LEASES-EQUIPMENT	4,500.00	4,500.00		312.47	4,187.53	6.94	
5637	MAINTENANCE AGREEMENTS	16,000.00	16,000.00		5,782.05	10,217.95	36.14	
5800	CONTRACTED SERVICES	216,074.00	190,574.00		67,465.29	123,108.71	35.40	
5801	STUDENT TRAVEL/FIELDTRIPS		500.00		100.00	400.00	20.00	
5805	PRINTING SERV-OUTSIDE VENDOR	2,000.00	2,000.00			2,000.00		
5811	CO-OP CONTRACT	6,656.00	6,656.00		3,742.00	2,914.00	56.22	
Total							ESCAPE	ONLINE

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 75, Starting Period = 1, Ending Account Period = 0, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)

Fund 62 - CHARTER SCHOOLS ENTERPRISE FND

Fiscal Year 2021/22 Through November 2021

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5812	LIBRARY CONTRACT	6,795.00	3,295.00		50.61	3,295.00	0.16
5819	OTHER INTER-LEA CONTRACTS	51,279.00	31,229.00		9,900.00	31,178.39	73.33
5822	AUDIT FEES		13,500.00		5,630.46	3,600.00	56.30
5823	LEGAL FEES		10,000.00		2,864.45	4,369.54	286.45
5831	ADVERTISEMENT	1,000.00	1,000.00		401.00	1,864.45-	100.25
5845	INFORMTN NETWORK SERV CONTR	20,000.00	20,000.00		.24	20,000.00	0.01
5861	FINGERPRINTING		400.00		466.00	1.00-	NO BDGT
5881	OTHER CHARGES/FEES	4,500.00	4,500.00		5,444.99	4,499.76	563.00
5884	LICENSE, PERMIT, USE FEE, TX		563.00		51.00	466.00-	34.03
5885	STUDENT AWARDS	813.00	16,000.00		3,991.94	563.00	10.20
5909	TELEPHONE/COMMUNICATIONS		500.00		268,995.31	10,555.01	79.05
5922	TELEPHONE LINES - TECHNOLOGY	500.00	500.00		1,403,003.73	449.00	37.30
5950	POSTAGE	1,000.00	5,050.00		2,716,523.57	1,058.06	24.93
Total Services and Other Operating Expenditures		724,249.00	721,123.00	.00	268,995.31	452,127.69	
Total Year To Date Expenditures		5,497,675.00	5,628,181.00	2,716,523.57	1,403,003.73	1,508,653.70	

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
Contributions						
8989	CONTRIBUTION > SPECIAL ED		109,805.00-		109,805.00-	
Total Contributions		.00	109,805.00-	.00	109,805.00-	
Total Year To Date Other Financing Sources		.00	109,805.00-	.00	109,805.00-	

Fund 62 - CHARTER SCHOOLS ENTERPRISE FND

Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9110	CASH IN COUNTY TREASURY	1,002,272.59	393,343.76	1,395,616.35
9135	CASH W/FISCAL AGENT/TRUSTEE	61,032.17	61,032.17-	
9201	ACCOUNTS RECEIVABLE-PRIOR YR	1,449,374.89	1,296,115.00-	153,259.89
	Total Assets	2,512,679.65	963,803.41-	1,548,876.24
Liabilities				
9510	ACCOUNTS PAYABLE-PRIOR YEAR	19,178.21	18,934.21-	244.00
9537	EMPLOYER H&W SUSPENSE ACCT	19,682.79-	62,657.27	42,974.48
9540	EMPLOYER S.U.I. SUSP ACCT	30.80-	1,382.53	1,351.73
9542	EMPLR WORKERS COMP SUSP ACCT	4,567.23-	10,143.62-	14,710.85-
9555	DEFERRED NET PAY SUSP ACCT		20,850.73	20,850.73
9569	BENEFIT MAPPING ERROR	16,413.29		16,413.29
9580	SALES TAX LIABILITY ACCOUNT	2,913.32		2,913.32
9641	TAX ANTICIPATN NOTES (TRANS)	865,469.88	865,469.88-	
9650	UNEARNED REVENUE	105,601.63	105,601.63-	
	Total Liabilities	985,295.51	915,258.81-	70,036.70
	Calculated Fund Balance	1,527,384.14	48,544.60-	1,478,839.54
	Beginning Fund Balance	1,527,384.14	48,544.60-	1,527,384.14
9791	BEGINNING BALANCE-ADPTD BDGT			
	Beginning Fund Balance Proof	.00	48,544.60-	48,544.60-
	Change in Fund Balance - Excess Revenues (Expenditures)		(48,544.60)	

Memo Only - Ending Fund Balance Accounts

Reserves	Adopted	Revised
9720 RESERVE FOR ENCUMBRANCES		2,716,523.57
9790 UNDESIGNATED/UNAPPROPRIATED	1,126,144.00	1,254,086.00

Fund 62 - CHARTER SCHOOLS ENTERPRISE FND

Fiscal Year 2021/22 Through November 2021

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	5,471,550.00	5,464,688.00		1,354,459.13	4,110,228.87	24.79
B. Expenditures	5,497,675.00	5,628,181.00	2,716,523.57	1,403,003.73	1,508,653.70	24.93
C. Subtotal (Revenue LESS Expense)	26,125.00-	163,493.00-		48,544.60-	2,601,575.17	
D. Other Financing Sources and Uses		109,805.00-			109,805.00-	
Sources						
LESS Uses						
E. Net Change in Fund Balance	26,125.00-	273,298.00-		48,544.60-	2,491,770.17	
F. Fund Balance:						
Beginning Balance (9791)	1,152,269.00	1,527,384.00		1,527,384.14		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,152,269.00	1,527,384.00		1,527,384.14		
G. Calculated Ending Balance	1,126,144.00	1,254,086.00		1,478,839.54		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,126,144.00	1,254,086.00				
Other				2,716,523.57		

Agenda Item 6.
REPORTS

Subject:

6.3 Director's Report

Action Requested:

Information

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

Each month the Director may give a report on the state of the schools.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 6.
REPORTS

Subject:

6.4 Northern United - Humboldt Charter School Report

Action Requested:

Information

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

Each month staff will give an update on NU-HCS events and programs. Please see attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Rebekah Davis, Julie Smith

**Humboldt Regional Director Board Meeting
11-10-21**

What's happening Schoolwide?

A. Accomplishments

- a. Our school participated in the Great American Shakeout on 10/21
- b. The Branches Workshop for Families on 10/27 covered the topics- Elementary Math & Encouraging Reluctant Readers and Writers. Trevor Kerr and Rebekah Davis presented to 13 attendees.

B. Upcoming Events

- a. The Admin Team is having a lunch catered at each center during November to show appreciation to our staff.

C. Professional Developments

- a. 10/19-21 Many staff members attended the APLUS conference in Anaheim, CA. Reada presented a breakout session on making math engaging.



- b. 11/5 Teacher Circle covered epi-pens, AEDs, and CPR
- c. 11/5 TK-3rd Teachers trained in Renaissance Learning STAR Math

What's happening at Individual Learning Centers that is Newsworthy?

- A. Rebekah Davis' AVID 7th Graders at CLC painted and decoupedaged College Pumpkins using the college of their choice. They painted the pumpkins with their school's colors and added the school logo.



- B. CLC's Student Council planned a Spirit Day, Orange Day, as a way to celebrate the season. Students made pumpkin catapults and had a launch competition. The Student Council handed out these Cutie pumpkins.



- C. CLC Students visited the Gem and Mineral Show at Redwood Acres on 11/5

- D. Briceland's Halloween and Dia De Los Muertos altar. Notice their staff dressed like dominoes.



- E. The ORBE program finished the 2nd cohort of cycle 1 recently, and the 8th grade group from Mrs. Sharp's class at the CLC was a wonderful group to work with. We were able to have some meaningful lessons about positive thinking, self esteem, as well as stress and anxiety management. The group curriculum was facilitated at the Sequoia park gazebo and thankfully the weather cooperated. The students were engaged for the morning lessons and were excited afterwards for the experiences we planned for them. After the last session, several of the participants and parents/caregivers asked us, "When are we going to do this again?" The whole ORBE team is excited by the students' buy-in to the program, and their looking forward to the next cycle is part of future planning skills that we are attempting to instill in the participants. Last week we were able to have a ORBE team meeting to look at how the last two months have gone with the 1st and 2nd cohorts. We were able to define areas of success and strategize areas of

improvement . It was also a good opportunity to clean out the vans we use each week, which had a decent amount of sand accumulation. We are starting the 3rd cohort this Friday, and I am happy to report that we are serving students from the ALC , ELC, as well as the IS program. We have some more meaningful lessons and engaging experiences in store for this next group, which will bring a close to cycle 1.

Agenda Item 6.
REPORTS

Subject:

6.5 Northern United - Siskiyou Charter School Report

Action Requested:

Information

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

Each month staff will give an update on NU-SCS events and programs. Please see attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Kirk Miller

Mt Shasta Learning Center

Michelle Andras:

We had a great time going to the pumpkin patch in costume! We learned all about orchard care, including the use of wind machines to move warm air down from the upper atmosphere to save blossoms in the cold spring. Today we will be having the outdoor science teacher from SCOE come and do a hands-on activity with river tables to learn about the way water shapes the land.

Andrea Marchyok:

We will have Siskiyou county Outdoor Ed Specialist Christine Birch here to talk about rivers, streams, oceans and the students will experiment with stream tables. Students went to Hunter Orchards for an orchard tour and pumpkin picking. Finished our Star second screening. KN-2nd graders doing Zoophonics, Writer's Workshop, building with Magnatiles! and we will have parent/teacher conferences next week.

Yreka Learning Center:

Jonathan Dove:

The Yreka LC high school Biology and Earth Science Students, as well as middle school science students have ventured out to multiple locations for outdoor science activities in cooperation with Christian Birch. Students have visited the Frog Pond land trust in Mt. Shasta and Pluto's Cave in the Shasta Valley.

Colleen Allen:

In AVID we are doing a canned food drive to get people to give food, will be making a basket and giving out raffle tickets to people who donate 2 cans. Then we will donate the cans to our local food drive.

Also this month we will be volunteering at the local food bank and at the end of the month we will be doing a bake sale fundraiser at a local restaurant.

Elizabeth Clause:

Enrichment days for students in grades K-3 at Yreka Learning Center focus on a variety of learning activities in all subject areas. Our themes so far have included Seasons, Plant Science and the Life Cycle of Trees, The Harvest, Insects vs. Spiders, and Math Day. Students are learning about each topic of focus through literature (fiction and nonfiction) and discussion, surveys, graphing, practice worksheets, and art projects. Each student keeps a science journal, and we have just started our math journals, as well. Art activities use a variety of media, and have included body portraits, fall leaf prints, and recreating popular and well-known works of art by famous artists. Last week the students recreated "The Scream" by Edvard Munch. They really enjoy the creative process!

Kirk Miller:

I am excited to announce that our new special ed tutor, Gabe Whitson, is organizing and starting a Northern United eSports team! The team will begin as a club in which they play against each other in games such as League of legends and Rocket League. As interest grows, we hope to organize a team that will play competitively against other schools. This is becoming a huge thing nationwide. A few years ago, more people watched the League of Legends championships than watched the Super Bowl! Many

colleges are starting to offer scholarships for top gamers. When this was announced to students in Colleen's AVID class last week, a mighty cheer could be heard throughout the building!

Agenda Item 6.
REPORTS

Subject:

6.6 Board Report

Action Requested:

Information

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

Each month the Board may give a report related to the governance of the schools.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 7.
NEXT BOARD MEETING

Subject:

7.1 Possible Agenda Items

Action Requested:

None

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

Discussion of topics to cover at the next meeting: board organization meeting - annual calendar, officers;
Policies; Educator Effectiveness Block Grant plans

Fiscal Implications:

None

Contact Person/s:

Shari Lovett, Jere Cox

Agenda Item 7.
NEXT BOARD MEETING

Subject:

7.2 Next Board Meeting Date: December 9th

Action Requested:

None

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

The next board meeting is the annual organizational meeting and based on the board adopted meeting schedule.

Fiscal Implications:

None

Contact Person/s:

Shari Lovett, Jere Cox

Agenda Item 8.

ADJOURN