



# NUCS Board Meeting Informational Packet

*10-14-2021*

**NUCS Board Meeting 10/14/2021 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 - \$101,280.98

Payroll: NU-Humboldt Charter School - \$181,284.11

**Contact Person/s:** Shari Lovett, Tammy Picconi

Pay Date 09/30/2021

Fiscal Year 2021/22

EARNINGS by Earnings Code	Income	Adjustments
Regular	250,258.03	
<b>TOTAL</b>	<b>250,258.03</b>	

EARNINGS by Group	Income	Adjustments
Base Pay	227,931.49	
Docks	50.00	
Extra Duty	21,896.54	
Stipends	480.00	
<b>TOTAL</b>	<b>250,258.03</b>	

EARNINGS	Person Type	Female Employees
Certificated	35	182,391.77
Classified	26	67,866.26
<b>TOTAL</b>	<b>61</b>	<b>250,258.03</b>

Vendor Summary for Pay Date 09/30/2021	
Vendor Checks	
Vendor Liabilities	

BALANCING DATA			
Gross Earnings	250,258.03	181,284.11	Net Pay
District Liability	114,345.80	68,973.92	Deductions
		114,345.80	Contributions
	<b>364,603.83</b>	<b>364,603.83</b>	

TAXES	Employee	Employer	Total	Subject Grosses
Federal Withholding	15,721.80		15,721.80	226,924.14
State Withholding	5,575.72		5,575.72	226,924.14
Social Security	4,186.22	4,186.22	8,372.44	67,519.49
Medicare	3,615.31	3,615.31	7,230.62	249,326.90
SUI		1,246.68	1,246.68	249,326.90
Workers' Comp		2,368.61	2,368.61	249,326.90
<b>SUBTOTAL</b>	<b>29,099.05</b>	<b>11,416.82</b>	<b>40,515.87</b>	

REDUCTIONS	Employee	Employer	Total	Subject Grosses
PERS	3,117.78	10,204.00	13,321.78	44,539.42
PERS / 62	1,461.72	4,783.99	6,245.71	20,881.69
STRS / 60	12,541.77	20,703.01	33,244.78	122,358.14
STRS / 62	5,281.49	8,756.72	14,038.21	51,753.58
Supplemental Insuran	931.13		931.13	
<b>SUBTOTAL</b>	<b>23,333.89</b>	<b>44,447.72</b>	<b>67,781.61</b>	

DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Health & Welfare	5,882.34	58,481.26	64,363.60	
Supplemental Insuran	265.61		265.61	
Summer Savings	10,393.03		10,393.03	62,358.05
<b>SUBTOTAL</b>	<b>16,540.98</b>	<b>58,481.26</b>	<b>75,022.24</b>	
<b>TOTALS</b>	<b>68,973.92</b>	<b>114,345.80</b>	<b>183,319.72</b>	

Cancel/Reissue for Process Date 09/30/2021	
Reissued	
Cancel Checks	
Void ACH	

NET		
Direct Deposits	139,466.06	42
Checks	41,818.05	19
Partial Net ACH		
Negative Net		
Check Holds		
Zero Net		
<b>TOTAL</b>	<b>181,284.11</b>	<b>61</b>

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Checks Dated 09/01/2021 through 09/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000147458	09/09/2021	ARMSTRONG, ABBY	62-4396	EMPLOYEE REIMBURSEMENT	48.65	
			62-4710	EMPLOYEE REIMBURSEMENT FOR MILK	134.38	
				REIMBURSE FOR FOOD PROGRAM	394.30	
				REIMBURSE FOR MILK	178.90	756.23
3000147459	09/09/2021	AT&T	62-5909	ACCT 70726889825332		208.57
3000147460	09/09/2021	AT&T	62-5909	ACCT 861949337		20.88
3000147461	09/09/2021	BLICK ART MATERIALS	62-4310	INV 69311057		29.06
3000147462	09/09/2021	BLOCK, MITCH	62-4310	RIMBURSE FOR GRAD 2021 BALLOONS		386.68
3000147463	09/09/2021	CDW GOVERNMENT	62-4445	INV J700774	3,858.36	
				INV J707794	640.00	
			62-4453	INV K021141	1,092.00	
				INV K135370	6,721.69	12,312.05
3000147464	09/09/2021	CENGAGE LEARNING	62-4310	74799868		25.23
3000147465	09/09/2021	CHURCHILL-BOS, JANNA	62-5831	REIMBURSEMENT FOR JOB		20.00
				ADVERTISEMENT		
3000147466	09/09/2021	CITY OF ARCATA	62-5530	ACCT 020753-000	86.40	
				ACCT 020753-001	79.35	165.75
3000147467	09/09/2021	CUTTEN COMMUNITY CHURCH	62-5520	SEPT UTILITIES FOR CLC	253.28	
			62-5530	SEPT UTILITIES FOR CLC	22.26	
			62-5560	SEPT UTILITIES FOR CLC	48.83	324.37
3000147468	09/09/2021	CYREK, TEAL	62-4310	MAT & SUPP		97.70
3000147469	09/09/2021	FRONTIER COMMUNICATIONS	62-5909	ACCT 70762936340715188		272.37
3000147470	09/09/2021	GOMES, SARAH	62-4351	REIMBURSEMENT FOR BREAKFAST	468.45	
			62-4710	REIMBURSEMENT FOR BREAKFAST	123.56	592.01
3000147471	09/09/2021	HARMON, SHANE	62-4310	REIMBURSEMENT FOR ORBE		64.52
				EQUIPMENT		
3000147472	09/09/2021	JIVE COMMUNICATIONS	62-5909	IN7100625987		283.85
3000147473	09/09/2021	LOST COAST COMMUNICATIONS	62-5831	INV 4161000080000		621.00
3000147474	09/09/2021	MENDES SUPPLY COMPANY	62-4351	INV M215833A		187.44
3000147475	09/09/2021	NORTH COAST JOURNAL	62-5831	INV 2021-81448		350.00
3000147476	09/09/2021	P G & E	62-5520	ACCT 23002688671	79.13	
				ACCT 56853370569	507.08	586.21
3000147477	09/09/2021	PIERSON'S BUILDING CENTER	62-4381	INV 987604		143.32
3000147478	09/09/2021	RAINBOW RESOURCE CENTER	62-4310	INV 3505322	238.56	
				INV 3505335	182.35	
				INV 3505395	412.79	
				INV 3505426	459.50	
				INV 3512364	942.50	

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ESCAPE ONLINE

Checks Dated 09/01/2021 through 09/30/2021						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000147478	09/09/2021	RAINBOW RESOURCE CENTER	62-4310	INV 3512369	161.65	2,397.35
3000147479	09/09/2021	REPUBLIC INDEMNITY	62-9542	ACCT 647001983		16,987.00
3000147480	09/09/2021	SCHOOL PATHWAYS LLC	62-5800	INV 140-INV2424		800.00
3000147481	09/09/2021	SPEECH LANGUAGE HEARING SERV	62-5800	INV 1245		95.00
3000147482	09/09/2021	STAPLES ADVANTAGE	62-4310	INV 3484749957	58.48	
				INV 3484819639	70.71	
				INV 3484889879	5.12	
			62-4351	INV 3484819638	59.34	193.65
3000147483	09/09/2021	STUDIES WEEKLY	62-4312	INV 397126	171.32	
				INV 402051	178.08	349.40
3000147719	09/13/2021	ARMSTRONG, ABBY	62-4710	FOOD PROGRAM SUPPLIES	275.89	
			62-5201	FUEL REIMBURSEMENT	83.17	359.06
3000147720	09/13/2021	CONTI, LACY	62-5201	MILEAGE MASK P/U MCKINLEYVILLE		34.72
3000147721	09/13/2021	STAPLES ADVANTAGE	62-4310	INV 3484819637	60.39	
				INV 3484889878	19.62	
				INV 3485384532	15.79	
				INV 3485384534	48.48	
				INV 3485384537	61.63	
				INV 3485485302	56.55	
				INV 3485556932	38.06	
			62-4351	INV 3484313538	192.13	
				INV 3484313539	106.63	
				INV 3484313540	69.22	
				INV 3484374321	430.97	
				INV 3484374322	39.06	
				INV 3484583316	3.19	
				INV 3484985177	185.51	
				INV 3484985178	566.80	
				INV 3485125961	35.55	
				INV 3485384536	94.55	
				INV 3485485301	94.23	
				INV 3485556929	277.42	
			62-4374	INV 3484374321	140.37	
			62-4377	INV 3485556930	138.84	
				INV 3485556931	150.83	2,819.44
3000147722	09/13/2021	YM&C LAW OFFICES	62-5823	INV 72809		1,402.85
3000148212	09/16/2021	BLICK ART MATERIALS	62-4310	INV 7041979	371.53	

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Checks Dated 09/01/2021 through 09/30/2021						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000148212	09/16/2021	BLICK ART MATERIALS	62-4310	INV 7043522	549.83	921.36
3000148213	09/16/2021	CDW GOVERNMENT	62-4453	INV K392592		1,341.36
3000148214	09/16/2021	DEPARTMENT OF JUSTICE CASHIERING UNIT	62-5861	INV 533977		256.00
3000148215	09/16/2021	EUREKA OXYGEN CO	62-5800	INV 477841 AND STATEMENT		77.14
3000148216	09/16/2021	FOLLETT SCHOOL SOLUTIONS	62-4212	INV 340886	255.77	
				INV 340918	197.05	
				INV 340926	358.43	811.25
3000148217	09/16/2021	HARMON, SHANE	62-5800	REIMBURSE FOR GOLF INSTRUCT ORBE		50.00
3000148218	09/16/2021	HOUGHTON MIFFLIN HARCOURT PUB	62-4310	INV 955327615		794.79
3000148219	09/16/2021	MCGRAW HILL	62-4110	INV 118348545001	185.97	
				INV 118412532001	1,434.05	
			62-4310	INV 118400718001	433.32	
				INV 118433744001	61.93	
			62-5800	INV 119144901001	199.80	2,315.07
3000148220	09/16/2021	QUALITY SCIENCE LABS	62-4310	INV 38221		152.43
3000148221	09/16/2021	RAY MORGAN COMPANY	62-5637	INV 3440370		811.07
3000148222	09/16/2021	RECOLOGY HUMBOLDT COUNTY	62-5560	ACCT 060777177		116.72
3000148223	09/16/2021	SCHARLACK, HEATHER	62-4310	9/8/2021 REIMBURSEMENT MATERIALS & SUPPLIES	843.17	
			62-5201	9/8/2021 REIMBURSEMENT MATERIALS & SUPPLIES	61.60	904.77
3000148224	09/16/2021	SCHOOL PATHWAYS LLC	62-5800	INV 140-INV2467		850.00
3000148225	09/16/2021	STAPLES ADVANTAGE	62-4351	INV 3485832753	63.73	
				INV 348832759	6.32	
			62-4374	INV 3485832762	151.84	
			62-4377	INV 3485832765	34.47	256.36
3000148226	09/16/2021	TCI BRINGS LEARNING ALIVE	62-4310	INV83023		131.54
3000148227	09/16/2021	WALLY'S WESTSIDE REPAIR	62-5800	INV 4170		457.00
3000148228	09/16/2021	WDHTSD	Reissued			1,800.00 *
		Reissued on 09/30/2021, Cancel Register # AP09302021				
3000148393	09/20/2021	BLICK ART MATERIALS	62-4310	INV 7080062		115.11
3000148394	09/20/2021	CDW GOVERNMENT	62-4445	INV K457308		1,341.36
3000148395	09/20/2021	EDYNAMIC LEARNING	62-5800	INV 21-2-0199		199.00
3000148396	09/20/2021	FEDEX	62-5950	INV 7-489-57133	45.87	
				INV 7-497-29972	15.68	61.55
3000148397	09/20/2021	HEARTSMART.COM	62-4381	INV 1991090		1,598.32
3000148398	09/20/2021	HOUGHTON MIFFLIN HARCOURT PUB	62-4110	INV 955376657		12.60
3000148399	09/20/2021	HTA	62-5261	INV 7147		500.00

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ESCAPE ONLINE

Checks Dated 09/01/2021 through 09/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000148400	09/20/2021	NAKOA, MELISSA	62-4710	REIMBURSEMENT FOR FOOD PROGRAM		211.38
3000148401	09/20/2021	QUALITY SCIENCE LABS	62-4310	INV 38494		112.43
3000148402	09/20/2021	RAINBOW RESOURCE CENTER	62-4310	INV 3501503	143.25	
				INV 3505272	227.09	
				INV 3505303	159.68	
				INV 3505341	104.34	
				INV 3505348	11.76	
				INV 3505355	111.46	
				INV 3505363	215.08	
				INV 3505379	357.35	
				INV 3505446	513.87	
				INV 3505455	229.97	
				INV 3505482	458.35	
				INV 3507000	176.69	
				INV 3507002	122.66	
				INV 3517506	456.65	3,288.20
3000148403	09/20/2021	SHI INTERNATIONAL CORP	62-4312	INV B14012349		3,126.10
3000148404	09/20/2021	STAPLES ADVANTAGE	62-4310	INV 3486400015	14.55	
				INV 3486400019	19.77	
				INV 3486478495	150.49	
				INV 3486478496	10.90	
				INV 3486478498	31.56	
				INV 3486478500	192.14	
			62-4351	INV 3486400016	188.56	
				INV 3486400017	31.32	
				INV 3486400018	50.98	
				INV 3486478495	248.89	
				INV 3486478497	20.44	
			62-4374	INV 3486478499	95.81	
			62-4377	INV 3486553459	629.28	1,684.69
3000148405	09/20/2021	STUDIES WEEKLY	62-4310	INV 397524	263.45	
				INV 397636	256.98	520.43
3000148406	09/20/2021	VERUM	62-4351	INV 2490		1,730.00
3000148407	09/20/2021	ZOOM VIDEO COMMUNICATIONS INC	62-5800	INV107398783		10.00
3000148812	09/23/2021	ANDERSON, JULIA	62-4310	REIMBURSEMENT FOR MATERIALS AND SUPPLIES		145.21
3000148813	09/23/2021	AT&T	62-5909	ACCT 70782256614080		412.42
3000148814	09/23/2021	AT&T	62-5909	ACCT 70726882085223		216.70

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000148815	09/23/2021	AT&T	62-5909	ACCT 287287933630		23.50
3000148816	09/23/2021	CENGAGE LEARNING	62-4310	INV 75444522	1,077.50	
				INV 75444527	751.57	1,829.07
3000148817	09/23/2021	CHURCHILL-BOS, JANNA	62-4310	TABLET SCREEN PROTECTOR		9.82
3000148818	09/23/2021	CRYSTAL CREAMERY	62-4710	TICKET 522253117	82.88	
				TICKET 522260118	68.17	151.05
3000148819	09/23/2021	FRONTIER COMMUNICATIONS	62-5909	ACCT 70762933711005168		105.98
3000148820	09/23/2021	GREAT AMERICAN FINANCIAL SERV	62-5637	INV 30051473		443.12
3000148821	09/23/2021	LOVETT, SHARI	62-4710	RIEMBURSE FOR TRAINING AND THE	69.96	
			62-5207	FOOD PROG		
				RIEMBURSE FOR TRAINING AND THE	30.00	99.96
				FOOD PROG		
3000148822	09/23/2021	PITNEY BOWES PURCHASE POWER	62-5950	RELOAD ACCT 40333619		1,062.98
3000148823	09/23/2021	RAY'S OLD TOWN AUTO & MUFFLER	62-5800	INV 32160	198.79	
				INV 32161	198.79	397.58
3000148824	09/23/2021	STAPLES ADVANTAGE	62-4310	INV 3486684581	1,061.93	
				INV 3486684582	122.79	
				INV 3486684583	89.67	
			62-4351	INV 3486684577	21.10	
				INV 3486684579	76.47	
			62-4381	INV 3486684578	112.02	1,483.98
3000148954	09/27/2021	AMBROSINI, DENNIS	62-5612	OCT 2021 RENT		2,500.00
3000148955	09/27/2021	ARMSTRONG, ABBY	62-4396	FOOD PROGRAM REIMBURSEMENT	1.21	
			62-4710	FOOD PROGRAM REIMBURSEMENT	699.90	701.11
3000148956	09/27/2021	CAMPTON PLAZA	62-5612	OCT 2021 RENT		5,288.00
3000148957	09/27/2021	COLOR ME RAD PRINT CO.	62-5800	INV 2139		203.20
3000148958	09/27/2021	CUTTEN COMMUNITY CHURCH	62-5612	OCT 2021 RENT		5,000.00
3000148959	09/27/2021	DAGGETT, PETER JAY	62-5612	OCT 2021 RENT		3,800.00
3000148960	09/27/2021	HADLEY RANCH	62-5612	OCT 2021 RENT		500.00
3000148961	09/27/2021	HUMBOLDT COUNTY DEPT OF HEALTH & HUMAN SERVICES	62-5884	IN0027770		466.00
3000148962	09/27/2021	SCHARLACK, HEATHER	62-4310	REIMBURSEMENT AUG SEPT 2021	182.63	
			62-5950	REIMBURSEMENT AUG SEPT 2021	23.20	205.83
3000148963	09/27/2021	STUDIO 299-CENTER FOR THE ARTS	62-5612	OCT 2021 RENT		1,000.00
3000148964	09/27/2021	YUROK TRIBE	62-5500	OCT 2021 CAM	400.00	
			62-5612	OCT 2021 RENT	3,500.00	3,900.00
3000149585	09/30/2021	ARMSTRONG, ABBY	62-4710	EMPLOYEE REIMBURSE FOR FOOD PROGRAM	90.27	

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ESCAPE ONLINE



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3000149585	09/30/2021	ARMSTRONG, ABBY	62-4710	EMPLOYEE REIMBUSE FOR FOOD PROGRAM	493.05	583.32
3000149586	09/30/2021	CRYSTAL CREAMERY	62-4710	TICKET 522267118		61.87
3000149587	09/30/2021	P G & E	62-5520	ACCT 23002688671	83.84	
				ACCT 56853370569	518.53	602.37
3000149588	09/30/2021	RAY'S OLD TOWN AUTO & MUFFLER	62-5800	INV 32220	255.11	
				INV 32224	255.11	510.22
3000149589	09/30/2021	WYLER, LORI	62-4310	EMPLOYEE REIMBURSEMENT FOR MATERIALS AND SUPPLIES		133.95
3000149590	09/30/2021	WDHTSD	62-5800	CLASSES FOR K DUPREE 9/2021-1/2021	600.00	
				CLASSES FOR K YOST 9/2021-1/2021	600.00	
				CLASSES FOR N YOST 9/21-1/21	600.00	1,800.00
<b>Total Number of Checks</b>					<b>92</b>	<b>103,080.98</b>

	Count	Amount
Reissue	1	1,800.00
Net Issue		101,280.98

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
62	CHARTER SCHOOLS ENTERI	91	101,280.98
	Total Number of Checks	91	101,280.98
	Less Unpaid Sales Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>101,280.98</b>

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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 - \$72,652.85

Payroll: NU-Siskiyou Charter School - \$70,352.93

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

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	18	GETTING PAID FIRST TIME	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 2/4 OPTION: P	%0.000
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0	FICA OPTION:	
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0		
-----		GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	18				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	24,589.99	NML	0.00	NML	6,788.00	NML	6,788.00	NML	31,377.99
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
-----		-----		-----		-----		-----	
ADJ NML	24,589.99*	ADJ NML	0.00*	ADJ NML	6,788.00*	ADJ NML	6,788.00*	ADJ NML	31,377.99*
SLV	2,505.91	SLV	0.00	SLV	1,122.00	SLV	1,122.00	SLV	3,627.91
STIP	55.00	STIP	0.00	STIP	0.00	STIP	0.00	STIP	55.00
OT1	0.00	OT1	0.00	OT1	148.50	OT1	148.50	OT1	148.50
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	148.50*	TOTAL OT	148.50*	TOTAL OT	148.50*
NON-NML	2,560.91*	NON-NML	0.00*	NON-NML	1,270.50*	NON-NML	1,270.50*	NON-NML	3,831.41*
TOTAL	27,150.90**	TOTAL	0.00**	TOTAL	8,058.50**	TOTAL	8,058.50**	TOTAL	35,209.40**

TOTAL NUMBER HOURS WORKED: 328.00      TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP	GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
35,209.40		0.00	560.98	0.00	2,975.07	31,673.35	1,905.61	495.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI	
473.74	0.00	10,314.21	639.48	34,648.42	502.43	0.00	0.00	
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED	
0.00	0.00	0.00	24,846.74	2,543.51	6,165.16	431.56	592.10	
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR		
27,625.97	0.00	0.00	0.00	0.00	0.00	0.00		
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)	
0.00	31,673.35	1,793.44	750.07	0.00	253.69	177.87	0.00	
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS	
17,496.74	7,350.00	0.00	3,624.16	2,541.00	0.00	0.00	0.00	

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	18	GETTING PAID FIRST TIME	2		
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0	RET SYSTEM 2/4 OPTION: P	%0.000
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:	
-----		GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	18				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	24,754.99	NML	0.00	NML	7,434.14	NML	7,434.14	NML	32,189.13
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
-----		-----		-----		-----		-----	
ADJ NML	24,754.99*	ADJ NML	0.00*	ADJ NML	7,434.14*	ADJ NML	7,434.14*	ADJ NML	32,189.13*
SLV	2,899.40	SLV	0.00	SLV	0.00	SLV	0.00	SLV	2,899.40
STIP	55.00	STIP	0.00	STIP	0.00	STIP	0.00	STIP	55.00
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	2,954.40*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	2,954.40*
TOTAL	27,709.39**	TOTAL	0.00**	TOTAL	7,434.14**	TOTAL	7,434.14**	TOTAL	35,143.53**

TOTAL NUMBER HOURS WORKED: 314.42      TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP	GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	PIT	AFIT
35,143.53	0.00	292.07	0.00	2,999.23	31,852.23	2,004.70	645.00	
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI	
496.10	0.00	9,854.85	610.99	34,851.46	505.39	0.00	0.00	
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED	
0.00	0.00	0.00	25,240.23	2,583.84	5,934.16	415.39	329.74	
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR		
27,552.38	0.00	0.00	0.00	0.00	0.00	0.00		
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)	
0.00	31,852.23	1,833.77	750.07	0.00	253.69	161.70	0.00	
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS	
17,890.23	7,350.00	0.00	3,624.16	2,310.00	0.00	0.00	0.00	

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

District # 43 District Name: Northern United Siskiyou Charter School BATCH 0910

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 0910	5172.87	
	<b>Batch Total</b>		

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 Lovett Date: 9/9/21

Board Approval Date: \_\_\_\_\_ Mail: \_\_\_\_\_ Hold: \_\_\_\_\_

*For Siskiyou County Office of Education Use Only*

Audited By: \_\_\_\_\_ Audited Date: \_\_\_\_\_

APY250 L.00.06

SISKIYOU COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 09/14/2021

09/14/21 PAGE 1

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
BATCH: 0910 2122 NUSCS BATCH 0910  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE				ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION						
00598137	000151/	ALSCO							
		PO-220004	1.	62-0000-0-5500-0000-8100-000-00000		INVOICE# LMED1974018	444.89		
						WARRANT TOTAL	\$444.89		
00598138	000075/	CITY OF MT SHASTA							
		PO-220008	1.	62-0000-0-5530-0000-8100-000-00000		ALME 00219 ALDR 01 0727-0825	184.57		
						WARRANT TOTAL	\$184.57		
00598139	000022/	CITY OF YREKA							
		PO-220009	1.	62-0000-0-5530-0000-8100-000-00000		ACCOUNT 012142001	87.98		
						WARRANT TOTAL	\$87.98		
00598140	000071/	HUE & CRY INC							
		PO-220012	1.	62-0000-0-5500-0000-8100-000-00000		INVOICE# 788134 1001-1031	190.00		
						WARRANT TOTAL	\$190.00		
00598141	000024/	LOGMEIN COMMUNICATIONS INC							
		PO-220013	2.	62-0000-0-5912-0000-2700-000-00000		INVOICE# IN7100625987	44.71		
			3.	62-0000-0-5912-0000-7200-000-00000		INVOICE# IN7100625987	19.16		
			1.	62-0000-0-5912-1110-1000-000-00000		INVOICE# IN7100625987	149.02		
						WARRANT TOTAL	\$212.89		
00598142	000011/	MT SHASTA SPRING WATER							
		PO-220015	2.	62-0000-0-5600-0000-8100-000-00000		INVOICE# 371043	9.65		
						WARRANT TOTAL	\$9.65		
00598143	000013/	PACIFIC POWER							
		PO-220017	1.	62-0000-0-5520-0000-8100-000-00000		ACCNT#64034125-002 8 0803-0901	398.78		
						WARRANT TOTAL	\$398.78		
00598144	000023/	RAY MORGAN COMPANY							
		PO-220019	2.	62-0000-0-5600-0000-2700-000-00000		INVOICE# 3440371	50.94		
			3.	62-0000-0-5600-0000-7200-000-00000		INVOICE# 3440371	21.83		
			1.	62-0000-0-5600-1110-1000-000-00000		INVOICE# 3440371	169.82		
						WARRANT TOTAL	\$242.59		

APY250 L.00.06

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 09/14/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0910 2122 NUSCS BATCH 0910  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION		
00598145	000223/	SAVVAS LEARNING CO				
		PO-220079	1. 62-3213-0-5800-1110-1000-000-00000	INVOICE# 4026457741		671.42
			WARRANT TOTAL			\$671.42
00598146	000085/	SISKIYOU OPPORTUNITY CENTER				
		PO-220085	1. 62-0000-0-5800-0000-8100-000-00000	INVOICE# 16500		61.92
			WARRANT TOTAL			\$61.92
00598147	000017/	WELLS FARGO FINANCIAL LEASING				
		PO-220029	2. 62-0000-0-5600-0000-2700-000-00000	INVOICE# 5016503650		89.76
			2. 62-0000-0-5600-0000-2700-000-00000	INVOICE# 5016503651		61.70
			3. 62-0000-0-5600-0000-7200-000-00000	INVOICE# 5016503650		38.47
			3. 62-0000-0-5600-0000-7200-000-00000	INVOICE# 5016503651		26.53
			1. 62-0000-0-5600-1110-1000-000-00000	INVOICE# 5016503650		299.18
			1. 62-0000-0-5600-1110-1000-000-00000	INVOICE# 5016503651		206.51
			WARRANT TOTAL			\$722.15
00598148	000059/	YM&C				
		PO-220080	2. 62-0000-0-5801-0000-7100-000-00000	INVOICE# 72809		1,946.03
			WARRANT TOTAL			\$1,946.03
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	12	TOTAL AMOUNT OF CHECKS:	\$5,172.87*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	12	TOTAL AMOUNT:	\$5,172.87*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	12	TOTAL AMOUNT OF CHECKS:	\$5,172.87*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	12	TOTAL AMOUNT:	\$5,172.87*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	12	TOTAL AMOUNT OF CHECKS:	\$5,172.87*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	12	TOTAL AMOUNT:	\$5,172.87*

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

District # 43 District Name: Northern United Siskiyou Charter School BATCH 0907

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 0907	17330.50	
	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 Ross Date: 9/2/2021

Board Approval Date: \_\_\_\_\_ Mail: \_\_\_\_\_ Hold: \_\_\_\_\_

*For Siskiyou County Office of Education Use Only*

Audited By: \_\_\_\_\_ Audited Date: \_\_\_\_\_



APY250 L.00.06

SISKIYOU COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 09/08/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
BATCH: 0907 2122 NUSCS BATCH 0907  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION		
00597825	000009/	APLUS+				
	PO-220084	1.	62-7420-0-5200-0000-2700-000-00C00		INVOICE# 06282102	1,617.30
			WARRANT TOTAL			\$1,617.30
00597826	000002/	BOB STONE				
	PO-220000	1.	62-0000-0-5612-0000-8700-000-00000		OCTOBER 2021 RENT	3,000.00
			WARRANT TOTAL			\$3,000.00
00597827	000004/	CAL-ORE COMMUNICATIONS				
	PO-220007	2.	62-0000-0-5922-0000-2700-000-00000		ACCOUNT# 0324007628	54.25
		1.	62-0000-0-5922-0000-7200-000-00000		ACCOUNT# 0324007628	23.25
		3.	62-0000-0-5922-1110-1000-000-00000		ACCOUNT# 0324007628	33.21
			WARRANT TOTAL			\$110.71
00597828	000220/	GAIA GARDENSCAPES				
	PO-220082	1.	62-0000-0-5800-0000-8100-000-00000		INVOICE# 1091	720.00
			WARRANT TOTAL			\$720.00
00597829	000215/	GOLDEN ARROW INVESTMENTS				
	PO-220001	1.	62-0000-0-5612-0000-8700-000-00000		OCTOBER 2021 RENT	3,200.00
			WARRANT TOTAL			\$3,200.00
00597830	000223/	SAVVAS LEARNING CO				
	PO-220051	1.	62-1100-0-4100-1110-1000-000-00000		INVOICE# 4026441801	494.51
		1.	62-1100-0-4100-1110-1000-000-00000		INVOICE# 4026452339	1,685.89
		1.	62-1100-0-4100-1110-1000-000-00000		INVOICE# 4026450391	223.40
			WARRANT TOTAL			\$2,403.80
00597831	000006/	SCHOOL PATHWAYS HOLDINGS LLC				
	PO-220035	3.	62-0000-0-5800-0000-2700-000-00000		INVOICE# 140-INV2425	800.00
			WARRANT TOTAL			\$800.00
00597832	000088/	SHASTA SUMMIT PROPERTIES				
	PO-220002	1.	62-0000-0-5612-0000-8700-000-00000		OCTOBER 2021 RENT	2,625.00
			WARRANT TOTAL			\$2,625.00

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 09/08/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0907 2122 NUSCS BATCH 0907  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL		DESCRIPTION	
00597833	000014/	SHASTA VALLEY PEST CONTROL				
		PO-220021	1. 62-0000-0-5500-0000-8100-000-00000		INVOICE#082621-10	40.00
			1. 62-0000-0-5500-0000-8100-000-00000		INVOICE# 082721-6	40.00
					WARRANT TOTAL	\$80.00
00597834	000005/	SISKIYOU TELEPHONE COMPANY				
		PO-220025	1. 62-0000-0-5922-1110-1000-000-00000		ACCOUNT#4000 09/01-09/30	49.95
					WARRANT TOTAL	\$49.95
00597835	000052/	STAPLES ADVANTAGE				
		PO-220050	3. 62-0000-0-4300-0000-8100-000-00000		INVOICE# 3484819640	24.74
					WARRANT TOTAL	\$24.74
00597836	000003/	WENDY JAMES				
		PO-220003	1. 62-0000-0-5612-0000-8700-000-00000		OCTOBER 2021 RENT	2,650.00
					WARRANT TOTAL	\$2,650.00
00597837	000016/	YREKA TRANSFER LLC				
		PO-220031	1. 62-0000-0-5500-0000-8100-000-00000		INVOICE# 586719	49.00
					WARRANT TOTAL	\$49.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	\$17,330.50*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	13	TOTAL AMOUNT:	\$17,330.50*
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	\$17,330.50*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	13	TOTAL AMOUNT:	\$17,330.50*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	\$17,330.50*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	13	TOTAL AMOUNT:	\$17,330.50*

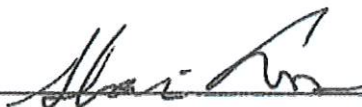
**SISKIYOU COUNTY OFFICE OF EDUCATION  
REQUEST FOR WARRANT PROCESSING**

District # 43 District Name: Northern United Siskiyou Charter School BATCH 1004

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 1004	21520.27	
	<b>Batch Total</b>		

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:  Date: 10/4/21

Board Approval Date: \_\_\_\_\_ Mail: \_\_\_\_\_ Hold: \_\_\_\_\_

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*For Siskiyou County Office of Education Use Only*

Audited By: \_\_\_\_\_ Audited Date: \_\_\_\_\_

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/05/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 1004 2122 NUSCS BATCH 1004  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC SCH LOCAL	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
00599092	000151/	ALSCO				
		PO-220004	1. 62-0000-0-5500-0000-8100-000-00000		INVOICE#LMED1986974	42.89
			WARRANT TOTAL			\$42.89
00599093	000074/	AMERICAN FAMILY LIFE INSURANCE				
		PO-220104	1. 62-0000-0-9514-0000-0000-000-00000		INVOICE# 432234 SEPTEMBER 2021	204.98
			WARRANT TOTAL			\$204.98
00599094	000188/	INC. AMERICAN SAFETY COUNCIL				
		PO-220105	1. 62-3213-0-5800-1110-1000-000-00000		INVOICE# 27205	175.45
			WARRANT TOTAL			\$175.45
00599095	000065/	BLICK ART MATERIALS				
		PO-220096	1. 62-0000-0-4300-1110-1000-000-00000		INVOICE# 7159779	226.39
		PO-220097	1. 62-0000-0-4300-1110-1000-000-00000		INVOICE# 7162025	16.26
			WARRANT TOTAL			\$242.65
00599096	000002/	BOB STONE				
		PO-220000	1. 62-0000-0-5612-0000-8700-000-00000		NOVEMBER 2021 RENT	3,000.00
			WARRANT TOTAL			\$3,000.00
00599097	000004/	CAL-ORE COMMUNICATIONS				
		PO-220007	2. 62-0000-0-5922-0000-2700-000-00000		ACCOUNT# 0324007628 10/01	53.26
			1. 62-0000-0-5922-0000-7200-000-00000		ACCOUNT# 0324007628	22.82
			3. 62-0000-0-5922-1110-1000-000-00000		ACCOUNT# 0324007628 10/01	32.61
			WARRANT TOTAL			\$108.69
00599098	000062/	CDW GOVERNMENT				
		PO-220089	1. 62-3213-0-4300-1110-1000-000-00000		INVOICE# K974188	671.79
			WARRANT TOTAL			\$671.79
00599099	000022/	CITY OF YREKA				
		PO-220009	1. 62-0000-0-5530-0000-8100-000-00000		ACCOUNT 012142-001	88.00
			WARRANT TOTAL			\$88.00
00599100	000021/	COLLEGE OF THE SISKIYOU				
		PO-220099	1. 62-0000-0-4100-1110-1000-000-00000		INVOICE# 2618	53.43

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/05/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 1004 2122 NUSCS BATCH 1004  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC SCH LOCAL	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
-----						
WARRANT TOTAL						\$63.43
00599101	000167/	DAVID L MOONIE & CO LLP				
		PO-220011	1. 62-0000-0-5830-0000-7191-000-00000		1ST PROGRESS 2020/2021	2,600.00
			1. 62-0000-0-5830-0000-7191-000-00000		2ND PROGRESS 2020/2121	3,900.00
		WARRANT TOTAL				\$6,500.00
00599102	000220/	GAIA GARDENSCAPES				
		PO-220098	1. 62-0000-0-5800-0000-8100-000-00000		INVOICE# 1112	261.25
		WARRANT TOTAL				\$261.25
00599103	000215/	GOLDEN ARROW INVESTMENTS				
		PO-220001	1. 62-0000-0-5612-0000-8700-000-00000		NOVEMBER 2021 RENT	3,200.00
		WARRANT TOTAL				\$3,200.00
00599104	000118/	MCLANE MAINTENANCE				
		PO-220014	1. 62-0000-0-5800-0000-8100-000-00000		INVOICE# 5933	100.00
		WARRANT TOTAL				\$100.00
00599105	000011/	MT SHASTA SPRING WATER				
		PO-220015	2. 62-0000-0-5600-0000-8100-000-00000		INVOICE# 372961	9.65
		WARRANT TOTAL				\$9.65
00599106	000012/	NORTH STATE PARENT				
		PO-220103	1. 62-0000-0-5800-0000-2700-000-00000		INVOICE#71700	250.00
		WARRANT TOTAL				\$250.00
00599107	000241/	SCHOLASTIC INC				
		PO-220068	1. 62-7420-0-4300-1110-1000-C00-00000		INVOICE# M7153035	196.35
		WARRANT TOTAL				\$196.35
00599108	000088/	SHASTA SUMMIT PROPERTIES				
		PO-220002	1. 62-0000-0-5612-0000-8700-000-00000		NOVEMBER 2021 RENT	2,625.00
		WARRANT TOTAL				\$2,625.00
00599109	000014/	SHASTA VALLEY PEST CONTROL				
		PO-220021	1. 62-0000-0-5500-0000-8100-000-00000		INVOICE# 092721-7	40.00

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/05/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 1004 2122 NUSCS BATCH 1004  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	DEPOSIT TYPE GOAL FUNC SCH LOCAL	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
-----										
WARRANT TOTAL										\$40.00
00599110	000166/	SISKIYOU DISTRIBUTING								
		PO-220023	1.	62-0000-0-4700-0000-3700-000-00000				INVOICE# 407414		18.50
WARRANT TOTAL										\$18.50
00599111	000005/	SISKIYOU TELEPHONE COMPANY								
		PO-220025	1.	62-0000-0-5922-1110-1000-000-00000				ACCOUNT#4000 10/01-10/31		49.95
WARRANT TOTAL										\$49.95
00599112	000052/	STAPLES ADVANTAGE								
		PO-220100	3.	62-0000-0-4300-0000-2700-000-00000				INVOICE# 3488297263		64.70
			2.	62-0000-0-4300-0000-8100-000-00000				INVOICE# 3488297264		11.12
			2.	62-0000-0-4300-0000-8100-000-00000				INVOICE# 3488297263		28.39
			1.	62-0000-0-4300-1110-1000-000-00000				INVOICE# 3488297263		65.13
		PO-220101	2.	62-0000-0-4300-0000-2700-000-00000				INVOICE# 3488297265		14.52
			1.	62-0000-0-4300-0000-8100-000-00000				INVOICE# 3488297265		8.73
			3.	62-0000-0-4300-1110-1000-000-00000				INVOICE# 3488297265		107.46
WARRANT TOTAL										\$300.05
00599113	000017/	WELLS FARGO FINANCIAL LEASING								
		PO-220029	2.	62-0000-0-5600-0000-2700-000-00000				INVOICE# 5016925275		81.98
			2.	62-0000-0-5600-0000-2700-000-00000				INVOICE# 5016925276		57.17
			3.	62-0000-0-5600-0000-7200-000-00000				INVOICE# 5016925276		24.51
			3.	62-0000-0-5600-0000-7200-000-00000				INVOICE# 5016925275		35.14
			1.	62-0000-0-5600-1110-1000-000-00000				INVOICE# 5016925276		190.56
			1.	62-0000-0-5600-1110-1000-000-00000				INVOICE# 5016925275		273.28
WARRANT TOTAL										\$662.64
00599114	000003/	WENDY JAMES								
		PO-220003	1.	62-0000-0-5612-0000-8700-000-00000				NOVEMBER 2021 RENT		2,650.00

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 10/05/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 1004 2122 NUSCS BATCH 1004  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION		
-----						
WARRANT TOTAL						\$2,650.00
00599115	000016/	YREKA TRANSFER LLC				
	PO-220031	1.	62-0000-0-5500-0000-8100-000-00000	INVOICE# 591337		49.00
			WARRANT TOTAL			\$49.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$21,520.27*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	24	TOTAL AMOUNT:	\$21,520.27*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$21,520.27*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	24	TOTAL AMOUNT:	\$21,520.27*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	24	TOTAL AMOUNT OF CHECKS:	\$21,520.27*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	24	TOTAL AMOUNT:	\$21,520.27*

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

District # 43 District Name: Northern United Siskiyou Charter School BATCH 0923

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 0923	28629.21	
	<b>Batch Total</b>		

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:  Date: 9/23/2021

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 09/29/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0923 2122 NUSCS BATCH 0923  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION			
00598756	000151/	ALSCO				
	PO-220004	1. 62-0000-0-5500-0000-8100-000-00000	INVOICE# LMED1982225			42.89
		WARRANT TOTAL				\$42.89
00598757	000152/	BAY ALARM COMPANY				
	PO-220006	1. 62-0000-0-5500-0000-8100-000-00000	INVOICE# 18975615			189.00
		WARRANT TOTAL				\$189.00
00598758	000062/	CDW GOVERNMENT				
	PO-220089	1. 62-3213-0-4300-1110-1000-000-00000	INVOICE# K316028			118.55
		WARRANT TOTAL				\$118.55
00598759	000240/	GLOBAL DATEBOOK				
	PO-220062	1. 62-7420-0-4300-1110-1000-000-00000	INVOICE# GPP-13860			497.16
		WARRANT TOTAL				\$497.16
00598760	000033/	KIRK MILLER				
	PV-220000	62-0000-0-4300-0000-2700-000-00000	KIRK MILLER AMAZON REIMBURSE			46.10
		62-0000-0-4300-1110-1000-000-00000	KIRK MILLER AMAZON REIMBURSE			97.09
		62-0000-0-4300-1110-1000-000-00000	KIRK MILLER AMAZON REIMBURSE			122.69
		62-0000-0-5800-0000-2700-000-00000	KIRK MILLER AMAZON REIMBURSE			407.88
		62-7420-0-4100-1110-1000-000-00000	KIRK MILLER AMAZON REIMBURSE			145.22
		62-7420-0-4100-1110-1000-000-00000	KIRK MILLER AMAZON REIMBURSE			139.14
		62-7420-0-4100-1110-1000-000-00000	KIRK MILLER AMAZON REIMBURSE			198.38
		62-7420-0-4100-1110-1000-000-00000	KIRK MILLER AMAZON REIMBURSE			484.71
		62-7420-0-4100-1110-1000-000-00000	KIRK MILLER AMAZON REIMBURSE			80.85
		WARRANT TOTAL				\$1,722.06
00598761	000109/	MCGRAW HILL				
	PO-220088	1. 62-3213-0-5800-1110-1000-000-00000	INVOICE#119194938001			406.00
		WARRANT TOTAL				\$406.00
00598762	000020/	N.C.S.M.I.G.				
	PO-220016	1. 62-0000-0-9514-0000-0000-000-00000	MEDICAL SEPTEMBER 2021			12,431.00

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 09/29/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0923 2122 NUSCS BATCH 0923  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION			
WARRANT TOTAL						\$12,431.00
00598763	000213/	INC. OUTSCHOOL				
	PO-220077	1. 62-3213-0-5800-1110-1000-000-00000	INVOICE# 1133			2,500.00
		WARRANT TOTAL				\$2,500.00
00598764	000013/	PACIFIC POWER				
	PO-220017	1. 62-0000-0-5520-0000-8100-000-00000	ACCNT#64034125-001 0 0816-0915			123.48
		WARRANT TOTAL				\$123.48
00598765	000106/	RAMSHAW ACE HARDWARE				
	PO-220087	1. 62-0000-0-4300-0000-8100-000-00000	INVOICE# 542247			227.14
		WARRANT TOTAL				\$227.14
00598766	000029/	RENAISSANCE				
	PO-220076	1. 62-3213-0-5800-1110-1000-000-00000	INVOICE# 5223376-7003934			9,085.12
		WARRANT TOTAL				\$9,085.12
00598767	000006/	SCHOOL PATHWAYS HOLDINGS LLC				
	PO-220086	1. 62-3213-0-5800-1110-1000-000-00000	INVOICE# 140-INV2468			610.00
		WARRANT TOTAL				\$610.00
00598768	000014/	SHASTA VALLEY PEST CONTROL				
	PO-220021	1. 62-0000-0-5500-0000-8100-000-00000	INVOICE# 92221-10			40.00
		WARRANT TOTAL				\$40.00
00598769	000046/	SIGN ENHANCERS INC				
	PO-220090	1. 62-7420-0-4300-1110-1000-000-00000	INVOICE# 1672			219.81
		WARRANT TOTAL				\$219.81
00598770	000143/	SISKIYOU COUNTY				
	PO-220091	1. 62-0001-0-5800-0000-3700-000-00000	INVOICE# 09/21/2021			380.00
		WARRANT TOTAL				\$380.00
00598771	000166/	SISKIYOU DISTRIBUTING				
	PO-220023	1. 62-0000-0-4700-0000-3700-000-00000	INVOICE# 406944			18.50
		1. 62-0000-0-4700-0000-3700-000-00000	INVOICE# 407373			18.50

APY250 L.00.06

SISKIYOU COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 09/29/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
BATCH: 0923 2122 NUSCS BATCH 0923  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION		
-----						
WARRANT TOTAL						\$37.00
*** FUND	TOTALS	***	TOTAL NUMBER OF CHECKS:	16	TOTAL AMOUNT OF CHECKS:	\$28,629.21*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	16	TOTAL AMOUNT:	\$28,629.21*
***	BATCH TOTALS	***	TOTAL NUMBER OF CHECKS:	16	TOTAL AMOUNT OF CHECKS:	\$28,629.21*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	16	TOTAL AMOUNT:	\$28,629.21*
***	DISTRICT TOTALS	***	TOTAL NUMBER OF CHECKS:	16	TOTAL AMOUNT OF CHECKS:	\$28,629.21*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	16	TOTAL AMOUNT:	\$28,629.21*

..

**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 September 9th 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 September 9, 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**

**September 9, 2021**

**4 pm**

**Members Present:** Jere Cox, Bianca Garza, Melissa Johnson and Rosemary Kunkler

**Members Absent:** Jeff Lanphere

**Staff:** Shari Lovett, Kirk Miller, Lynda Speck, Julie Smith, Rebekah Davis, and Tammy Picconi

**Guests:** Janice Lourenzo

**1.0 CALL TO ORDER:** Jere Cox called the meeting to order at 4:00 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 Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Melissa Johnson – Aye and Rosemary Kunkler - Aye. Motion carries.

**2.0 CONSENT AGENDA:**

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

**2.2 Consideration of Approval of Warrants (batches 0618, 0828, 0802, 0816) and Payroll for Northern United-Siskiyou Charter School**

**2.3 Consideration of Approval of Minutes from the August 12, 2021 Board Meeting**

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

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

**3.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** No Comments

**4.0 ACTION ITEMS:**

**4.1 Approval of the Amended Local Control and Accountability Plan for Northern United-Humboldt Charter School:** A motion to approve the amended Local Control and Accountability Plan for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Melissa Johnson – Aye and Rosemary Kunkler - Aye. Motion carries.

**4.2 Approval of the 2020-2021 Unaudited Actuals for Northern United-Humboldt Charter School:** A motion to approve the 2020-2021 Unaudited Actuals for Northern United-Humboldt Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Melissa Johnson – Aye and Rosemary Kunkler - Aye. Motion carries.

**4.3 Approval of 2021-2022 Annual Goals:** Shari Lovett explained the changes to the goals as was discussed at the August board meeting. A motion to approve the 2021-2022 Annual

Goals was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Melissa Johnson – Aye and Rosemary Kunkler - Aye. Motion carries.

- 4.4 Review and Approval of the Conflict of Interest Code:** Shari Lovett explained that the Conflict of Interest Code has to be reviewed and approved every year. A motion to approve the Conflict of Interest Code was made by Melissa Johnson and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Melissa Johnson – Aye and Rosemary Kunkler - Aye. Motion carries.

## **5.0 DISCUSSION ITEMS:**

- 5.1 Revise and update Employment Policies:** Shari Lovett explained that we were splitting the policies into three handbooks: Employment Policies, Student Policies and Administrative Policies. The employment policies are what the board is currently reviewing. Next the board will review the student policies.

## **6.0 REPORTS:**

- 6.1 Enrollment and Attendance Report:** In board packet

- 6.2 Financial Report:** In board packet

- 6.3 Directors Report:** Shari Lovett reported on the following topics:

- COVID 19 testing update: Proof of vaccination or weekly testing for employees. We have to be in compliance by October 15, 2021.
- Northern United-Humboldt Charter School's 4<sup>th</sup> graders have been selected to participate in NAEP, a national assessment. They will be participating in Language Arts and Math.
- WASC Update: Staff input was gathered during our Fall Summit.
- Monthly Super Students will be starting up in October for NU-HCS.
- Facilities Update: We are currently unable to use the Eureka Learning Center facility. The students are doing a combination of home-based learning and in-person learning at the Cutten Resource Center. This should continue through September.
- Advertising for Enrollment Update: We have radio and print ads in local media outlets, as well as a banner.
- Meal Program: The schools are participating in the Seamless Summer Option for breakfast. Every student may receive a breakfast free of charge.

- 6.4 Northern United-Humboldt Charter School Report:** In board packet. Jere Cox complimented the content of the report that Rebekah Davis submitted this month.

- 6.5 Northern United-Siskiyou Charter School Report:** Kirk Miller reported on the start of Parent Square for communications from school to staff and parents and he reported that CAASPP scores have been mailed to the parents. Classes have started at the learning centers. He spoke of the field trip with Siskiyou County Office of Education's outdoor program.

- 6.6 Board Report:**

**Bianca Garza:** She reported that her daughter started school this year. She likes Parent Square and thinks it is an awesome platform.

**Melissa Johnson:** She is the mother of two independent study students and that there is an upcoming teacher meeting. She complimented the teachers for what they do and spoke of some of the issues she is experiencing in Independent Study.

**Rosmary Kunkler:** She wanted to thank everyone for starting school in such a professional way considering all the hiccups we have experience. Her grandson's excited to be back.

**Jere Cox:** No report this month.

**7.0 NEXT BOARD MEETING:**

**4.1 Possible Agenda Items:** Sufficiency of instructional materials, unaudited actuals for NU-Siskiyou Charter School, employee policies - 2<sup>nd</sup> Reading, facilities

**4.2 Next Board Meeting:** Next regular board meeting will be October 14, 2021 at 4pm.

**6.0 ADJOURNMENT:** Jere Cox adjourned the meeting at 6:08pm.

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
Diane Richardson	8/15/2021	Southern Humboldt Tutor	Resigned

### HIRES

Name	Date	Location	Comments
Cheryl Tunzini	8/26/2021	Special Education	Behavioral Support Assistant
Tobi Schneider	9/10/2021	Cutten Learning Center	Instructional 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
Melissa Nokoa	8/26/2021	Both NU- Hum, and NU-Sisk	Our newest Counselor

**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:**

2.5 Consideration of Approval of Williams' Uniform Complaint, Quarterly Report for NU-HCS

**Action Requested:**

Approval

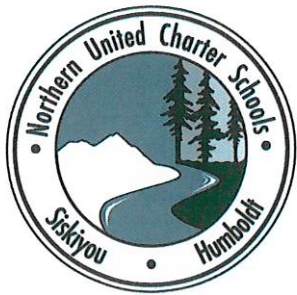
**Previous Staff/Board Action, Background Information and/or Statement of Need:**

NU-HCS is required by the Education Code to report any complaints regarding the provision of textbooks and instructional materials, teacher vacancy or mis-assignment, and/or facilities conditions. The Board approves these reports each quarter. No complaints were received in the last quarter.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett,



nucharters.org

# Northern United – Humboldt Charter School

Learning Today, Leading Tomorrow

2120 Campton Rd, Suite H  
Eureka, California 95503  
707/445-2660

## Quarterly Report on Williams Uniform Complaints (Education Code §35186)

### Quarterly Reporting Period (please check one)

- First Quarter 2022      January 1 through March 31, 2021
- Second Quarter 2022    April 1 through June 30, 2021
- Third Quarter 2021      July 1 through September 30, 2021
- Fourth Quarter 2021    October 1 through December 31, 2021

### PLEASE CHECK THE BOX THAT APPLIES:

- No complaints were filed** with any school in the district during the quarter indicated above.
- Yes, complaints were filed** with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
<b>TOTALS</b>	<b>0</b>		

Shari Lovett  
(Print Name of Director)

*Shari Lovett*  
(Signature of Director)

Please return hard copy to:  
Chandler Wilson, School Support  
Humboldt County Office of Education  
[cwilson@hcoe.org](mailto:cwilson@hcoe.org)

by:    Quarter 1 due:            04/15/2021  
           Quarter 2 due:            07/15/2021  
           Quarter 3 due:            10/15/2021  
           Quarter 4 due:            01/15/2022

**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:**

2.6 Consideration of Approval of Williams' Uniform Complaint, Quarterly Report for NU-SCS

**Action Requested:**

Approval

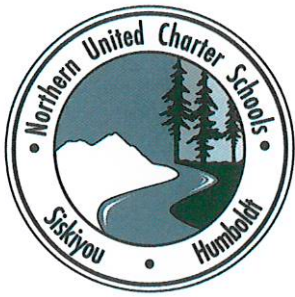
**Previous Staff/Board Action, Background Information and/or Statement of Need:**

NU-SCS is required by the Education Code to report any complaints regarding the provision of textbooks and instructional materials, teacher vacancy or mis-assignment, and/or facilities conditions. The Board approves these reports each quarter. No complaints were received in the last quarter.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett,



nucharters.org

# Northern United – Siskiyou Charter School

*Learning Today, Leading Tomorrow*

2120 Campton Rd, Suite H  
Eureka, California 95503  
707/445-2660

## Academic School Year 2021 - 2022 Quarterly Report on Williams Uniform Complaints [Education Code § 35186]

District: *Northern United – Siskiyou  
Charter School*

Title:

Person completing this form:

*Shari Lovett*

Jul 1 – Sep 30, 2021 (due Oct 27, 2021)

Oct 1 – Dec 31, 2021 (due Jan 27, 2021)

Quarterly Report Submission Date:

Jan 1 – Mar 31, 2021 (due Apr 27, 2021)

Apr 1 – Jun 30, 2021 (due Jul 27, 2021)

Date for information to be reported publicly at governing board meeting: October 14, 2021

Please check the box that applies:

No complaints were filed with any school in the district during the quarter indicated above.

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0		
Teacher Vacancy of Misassignments	0		
Facilities Conditions	0		
TOTALS	0		

Shari Lovett

Signature of Director

10/14/2021

Date

**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 Regarding Sufficiency of Instructional Materials for NU-HCS

**Action Requested:**

Approval

**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 sufficiency of instructional materials for NU-HCS.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Rebekah Davis



## **PUBLIC HEARING NOTICE**

**There will be a Public Hearing concerning the Northern United – Humboldt Charter School’s Resolution regarding Sufficiency or Insufficiency of Instructional Materials during the regular monthly meeting of the Board of Directors on October 14, at 4:00pm. To view the resolution, see the October 14th Board Meeting Packet at [nucharters.org](http://nucharters.org). It will be held on Zoom where public comment is welcome. Link Below.**

**<https://nucharters-org.zoom.us/j/93242262767?pwd=U253d0lXSXByWkRSd2V2aUJ5TVZtUT09>**

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.2 Approval of Resolution Regarding Sufficiency of Instructional Materials for NU-HCS

**Action Requested:**

Approval

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

*Education Code* Section 60119 states that schools must provide sufficient textbooks and instructional materials to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. This resolution states that NU-HCS complies with this regulation.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Rebekah Davis



## **RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:**

Whereas, the governing board of Northern United – Humboldt Charter School, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 14, 2021, at 4 o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics – See list of adopted textbooks or instructional materials for this subject for each grade level or school
- Science – See list of adopted textbooks or instructional materials for this subject for each grade level or school
- History-social science – See list of adopted textbooks or instructional materials for this subject for each grade level or school

- English/language arts, including the English language development component of an adopted program – See list of adopted textbooks or instructional materials for this subject for each grade level or school

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2021-2022 school year, the Northern United – Humboldt Charter School has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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Chairman of the Board

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School Director

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Revised October, 2008

**Northern United- Humboldt Charter  
Instructional Materials List  
Elementary School Level 2021–22**  
(Previously named Instructional Materials Survey)

The California Department of Education has developed this form for district convenience; districts are free to modify it as needed.

Please see California *Education Code* sections 240, 1240(i), 60002, 60119, and 60210 for compliance requirements.

Please note that the Clearinghouse for Specialized Media and Technology at <http://www.cde.ca.gov/re/pn/sm> provides instructional materials in accessible formats for students with disabilities.

**English Language Arts/English Language Development (ELA/ELD)**

**2015 SBE-adopted Basic Programs (Program 1) for ELA/ELD include:**

- McGraw-Hill School Education, *Reading Wonders*, 2015, Gr. K–6

**2015 SBE-adopted Basic Programs with ELD (Program 2) for ELA/ELD include:**

- National Geographic Learning/Cengage Learning, *Reach for Reading*, 2015, Gr. K–6

**2015 SBE-adopted Primary Language Programs with ELD (Program 3) for ELA/ELD include:**

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**2015 SBE-adopted Intervention Programs (Program 4) for ELA/ELD include:**

**2015 SBE-adopted Intervention Programs for English Learners (Program 5) for ELA/ELD include:**

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject

area. The program is provided to all students at this grade level or enrolled in these courses.

## **Mathematics**

### **2014 SBE-adopted Basic Grade-Level Mathematics Programs include:**

- Houghton Mifflin Harcourt, *Go Math!*, 2014, Gr. K–6
- Houghton Mifflin Harcourt, *Math in Focus*, 2014, Gr. K–8
- McGraw-Hill, *McGraw-Hill My Math*, 2014, Gr. K–5
- Pearson Scott Foresman, *enVision Math*, 2014, Gr. K–6

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

### **2014 SBE-adopted Algebra 1 Programs include:**

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

### **2014 SBE-adopted Mathematics 1 Programs include:**

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

## **History-Social Science**

### **2017 SBE-adopted history-social science programs include:**

- McGraw-Hill School Education, *Impact: California Social Studies*, Gr. K–5
- Studies Weekly, *California Studies Weekly–Social Studies*, Gr. K–6
- Teachers' Curriculum Institute, *Social Studies Alive! California Series*, Gr. K–5

## **2005 SBE-adopted history-social science programs include:**

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

## **Science**

### **2018 SBE-adopted science programs include:**

- Delta Education, FOSS Next Generation Elementary, Gr. K–5
- McGraw-Hill School Education, California Inspire Science, Gr. K–6
- Teachers' Curriculum Institute, Bring Science Alive! California Program K–5, Gr. K–5

### **2006 SBE-adopted science programs include:**

\*Available in Spanish as alternate format.

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

California Department of Education, September 2021

# Northern United- Humboldt Charter School

## Instructional Materials List

### Middle School Level 2021–22

(Previously named Instructional Materials Survey)

The California Department of Education has developed this survey form for district convenience; districts are free to modify it as needed.

Please see California Education Code sections 240, 1240(i), 60002, 60119, and 60210 for compliance requirements.

Please note that the Clearinghouse for Specialized Media and Technology at <https://www.cde.ca.gov/re/pn/sm/> provides instructional materials in accessible formats for students with disabilities.

### English Language Arts / English Language Development (ELA/ELD)

#### 2015 SBE-adopted Basic Programs (Program 1) for ELA/ELD include:

- The College Board – SpringBoard, *SpringBoard, English Language Arts*, 2015, Gr. 7–8

#### 2015 SBE-adopted Basic Programs with English Language Development (Program 2) for ELA/ELD include:

- National Geographic Learning/Cengage Learning, *Reach for Reading*, 2015, Gr. K–6
- The College Board – SpringBoard, *SpringBoard, English Language Arts & English Language Development*, 2015, Gr. 7–8

#### 2015 SBE-adopted Primary Language Programs with ELD (Program 3) for ELA/ELD include:

#### 2015 SBE-adopted Intervention Programs (Program 4) for ELA/ELD include:

#### SBE-adopted Intervention Programs for English Learners (Program 5) for ELA/ELD include:

#### Alternative Current Materials

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

#### Mathematics

**2014 SBE-adopted Basic Grade-Level Mathematics Programs include:**

- Houghton Mifflin Harcourt, *Go Math!*, 2014, Gr. 6–8
- Houghton Mifflin Harcourt, *Math in Focus*, 2014, Gr. K–8

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**2014 SBE-adopted Algebra 1 Programs include:**

**2014 SBE-adopted Mathematics 1 Programs include:**

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**History-Social Science**

**2017 SBE-adopted history-social science programs include:**

- McGraw-Hill School Education, *Impact: California Social Studies*, Gr. 6–8
- Teachers' Curriculum Institute, *History Alive! California Series*, Gr. 6–8

**2005 SBE-adopted history-social science programs include:**

\*Available in Spanish as alternate format.

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**Science**

**2018 SBE-adopted science programs include:**

- Delta Education, *FOSS Next Generation Middle School*, preferred integrated, Gr. 6–8

- McGraw-Hill School Education, *California Inspire Science*, preferred integrated, Gr. 6–8
- McGraw-Hill School Education, *California Inspire Science*, discipline specific, Gr. 6–8
- Teachers' Curriculum Institute, *Bring Science Alice! California Integrated Program*, Gr. 6–8
- Teachers' Curriculum Institute, *Bring Science Alice! California Program*, discipline specific, Gr. 6–8

**2006 SBE-adopted science programs include:**

\*Available in Spanish as alternate format.

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**World Languages**

**SBE-adopted world language programs include:**

\*Program added by 2005 Follow-Up Adoption.

**Health**

**SBE-adopted health programs include:**

\*Available in Spanish as alternate format.

California Department of Education, September 2021



**Northern United- Humboldt Charter School**  
**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119**  
**High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	GRADE	PURCHASED		TO USE	
				YES	NO	YES	NO
English–Language Arts Instructional Materials	School/district provides locally adopted standards-aligned English/language arts instructional materials in all classrooms for all students enrolled in grades 9-12 English courses, which may include SBE-adopted intervention program textbooks for appropriate students.	The high school has distributed to students locally adopted standards-aligned English/Language arts textbooks or instructional materials in all classrooms for all students enrolled in grades 9–12 English courses, including SBE-adopted intervention programs for appropriate students.  SBE-adopted Intervention Programs (Program 4) for ELA/ELD include:  SBE-adopted Program 5 Specialized ELD:	<b>9</b>	X		X	
			<b>10</b>	X		X	
			<b>11</b>	X		X	
			<b>12</b>	X		X	
			<b>Comments:</b>          Note: The Clearinghouse for Specialized Media and Technology at <a href="http://www.cde.ca.gov/re/pn/sm">http://www.cde.ca.gov/re/pn/sm</a> provides instructional materials in accessible formats for students with disabilities.  Note: Please see California Education Code sections 1240, 60119 and 60210 for reference.				

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Mathematics Instructional Materials	School/district provides locally adopted standards-aligned mathematics instructional materials in all classrooms for all students enrolled in grades 9-12 mathematics courses.	The high school has distributed to students locally adopted standards-aligned mathematics textbooks or instructional materials in all classrooms for all students enrolled in grades 9–12 mathematics courses.	Algebra I (or Math I)	X		X	
			Geometry (or Math II)	X		X	
			Algebra II (or Math III)	X		X	
			Probability and Statistics	X		X	
			Calculus	X		X	
			Other:				
			Other:				
			Comments:				

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
History–Social Science Instructional Materials	School/district provides locally adopted standards-aligned history–social science instructional materials in all classrooms for all students enrolled in grades 10–12 history-social science courses.	The high school has distributed to students locally adopted standards-aligned history-social science textbooks in all classrooms for all students enrolled in grades 10–12 history-social science courses.	Geography (where appropriate)	X		X	
			World History	X		X	
			US History	X		X	
			Economics	X		X	
			Government	X		X	
			Comments:				

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Science Instructional Materials	School/district provides locally adopted standards-aligned science instructional materials in all classrooms for all students enrolled in grades 9–12 science courses.	The high school has distributed to students locally adopted standards-aligned science textbooks or instructional materials in all classrooms for all students enrolled in 9–12 science courses. For courses determined to be laboratory science courses by the school/district, science laboratory equipment is made available to all students enrolled in these 9–12 science courses.	Earth/Physical Science	x		x	
			Biology	x		x	
			Chemistry	x		x	
			Physics	x		x	
			Physiology	x		x	
			Environmental Science	x		x	
			Equipment*				
			Other:				
Comments:							

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Foreign Language Textbooks or Instructional Materials	School/district provides curriculum framework-aligned foreign language textbooks or instructional materials in all classrooms for all students enrolled in foreign language courses.	The high school has distributed to students locally adopted state curriculum framework-aligned foreign language textbooks or instructional materials in all classrooms for all students enrolled in foreign language courses.	Spanish	x		x	
			French				
			German				
			Japanese				
			Chinese				
			Latin				
			Other:				
			Comments:				

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Health Textbooks or Instructional Materials	School/district provides curriculum framework-aligned health textbooks or instructional materials in all classrooms for all students enrolled in health courses.	The high school has distributed to students locally adopted curriculum framework-aligned health textbooks or instructional materials in all classrooms for all students enrolled in health courses.	Health	x		x	
			Other:				
			Other:				
			Comments:				



## NU- Humboldt Charter School Curriculum Audit Fall 2021

### State Adopted ELA Curriculum

Title	Publisher	Publication Date
Reach for Reading	National Geographic Cengage Learning	2017
Springboard	CollegeBoard	2017
Wonders	McGraw Hill	2020

### LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online
Expository Reading and Writing Course	CSU	Online
Literature and Language Arts 3rd Course	Holt	2009
Literature and Language Arts 4th Course	Holt	2009

### Supplemental ELA Curriculum

Title	Publisher	Publication Date
IXL		online
Accelerated Reading	Renaissance Learning	online
Explode the Code	Educators Publishing Service	2016
Read Naturally	Encore	2012
Readworks		online
Step Up to Writing	Voyagers Sopris Learning	1999

Handwriting Without Tears	Learning Without Tears	2008, 2018
AVID Weekly	AVID	online
Zoo Phonics		
All About Reading/Spelling		online
Wordly Wise	School Specialty	2018
Literature units		
Spectrum Language Arts, Phonics	Carson Dellosa Education	2018
Writing	Evan-Moor	2011
Writing Fundamentals	Schoolwide	2019

#### State Adopted Social Studies Curriculum

Title	Publisher	Publication Date
Impact: California Social Studies	McGraw-Hill	2018
Social Studies Alive! California Series	Teachers' Curriculum Institute	2018
California Studies Weekly-Social Studies	Studies Weekly	2019

#### LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online

#### Supplemental Social Studies Curriculum

Title	Publisher	Publication Date
Reflections	Harcourt	2003
IXL		online
DK Geography	DK	2016
Economics-Principles & Practices	McGraw	2020



The American Pageant	Cengage	2013
United States Government	McGraw	2020
Scholastic News	Scholastic	online
Gilder Lehrman	Gilder Lehrman Institute	online
North American Geography and U.S. History and Government		Online
World History	McGraw Hill	2020
US History	McGraw Hill	2020
Teaching Tolerance	Teaching Tolerance	online
Our California	Scott Foresman	2005
Medieval to Early Modern Times	Holt	2005

#### State Adopted Math Curriculum

Title	Publisher	Publication Date
Go Math	Houghton Mifflin	2011
Math in Focus	Houghton Mifflin	2013
enVision Math	Pearson	2013
My Math	McGraw Hill	2017
Singapore Math in Focus	Cavendish	2013

#### LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online

#### Supplemental Math Curriculum

Title	Publisher	Publication Date
Jo Boaler Mindset Mathematics	Jossey-Bass Books	2019
IXL		online
Khan Academy		online

Kim Suttan	Creative Mathematics	
Spectrum Math	Carson-Dellosa	2014
Bedtime Math		online
Dimensions Math	Star Publishing	2015
Wild Math	Wild Learning	2020
Mathdrills.com		online
Saxon	Houghton Mifflin Harcourt	2006

#### State Adopted Science Curriculum

Title	Publisher	Publication Date
Bring Science Alive! California Integrated Program	Teachers' Curriculum Institute	2018
FOSS	Delta Science	2018
Inspire	McGraw Hill	2020
Science Weekly	Studies Weekly	2020

#### LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online

#### Supplemental Science Curriculum

Title	Publisher	Publication Date
IXL		online
Mystery Science		online
DK Science	DK	2014
Focus on Life Science-Nat Geo	McGraw	2007
Biology	Pearson	2007
Focus on Physical Science-Nat Geo	McGraw	2007
Biology-An Every Day	McGraw	2003

Experience		
Project WET	Project WET	2020
STEM activities		online
Science in a Nutshell kits	Delta Science	2018
Super Science Magazine	Scholastic	online
180 Days of Science	Shell Education	online
Open Science Journal	Lakeshore	2017
AIMS	AIMS Press	online
Fusion	Houghton Mifflin Harcourt	online

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.3 Public Hearing Regarding Sufficiency of Instructional Materials for NU-SCS

**Action Requested:**

Approval

**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 sufficiency of instructional materials for NU-SCS.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Rebekah Davis



## **PUBLIC HEARING NOTICE**

**There will be a Public Hearing concerning the Northern United – Siskiyou Charter School’s Resolution regarding Sufficiency or Insufficiency of Instructional Materials during the regular monthly meeting of the Board of Directors on October 14, 2021 at 4:00pm. To view the resolution, see the October 14th Board Meeting Packet at [nucharters.org](http://nucharters.org). It will be held on Zoom where public comment is welcome. Link Below.**

**<https://nucharters-org.zoom.us/j/93242262767?pwd=U253d0lXSXByWkRSd2V2aUJ5TVZtUT09>**

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.4 Approval of Resolution Regarding Sufficiency of Instructional Materials for NU-SCS

**Action Requested:**

Approval

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

*Education Code* Section 60119 states that schools must provide sufficient textbooks and instructional materials to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. This resolution states that NU-SCS complies with this regulation.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Rebekah Davis

## **RESOLUTION REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS:**

Whereas, the governing board of Northern United – Siskiyou Charter School, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 14, 2021, at 4 o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders (if the district or county office has a bargaining unit) in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics – See list of adopted textbooks or instructional materials for this subject for each grade level or school
- Science – See list of adopted textbooks or instructional materials for this subject for each grade level or school
- History-social science – See list of adopted textbooks or instructional materials for this subject for each grade level or school

- English/language arts, including the English language development component of an adopted program – See list of adopted textbooks or instructional materials for this subject for each grade level or school

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2021-2022 school year, the Northern United – Siskiyou Charter School has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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Chairman of the Board

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School Director

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Revised October, 2008



**Northern United- Siskiyou Charter School**  
**Instructional Materials List**  
**Elementary School Level 2021–22**  
(Previously named Instructional Materials Survey)

The California Department of Education has developed this form for district convenience; districts are free to modify it as needed.

Please see California *Education Code* sections 240, 1240(i), 60002, 60119, and 60210 for compliance requirements.

Please note that the Clearinghouse for Specialized Media and Technology at <http://www.cde.ca.gov/re/pn/sm> provides instructional materials in accessible formats for students with disabilities.

**English Language Arts/English Language Development (ELA/ELD)**

**2015 SBE-adopted Basic Programs (Program 1) for ELA/ELD include:**

**2015 SBE-adopted Basic Programs with ELD (Program 2) for ELA/ELD include:**

- National Geographic Learning/Cengage Learning, *Reach for Reading*, 2015, Gr. K–6

**2015 SBE-adopted Primary Language Programs with ELD (Program 3) for ELA/ELD include:**

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**2015 SBE-adopted Intervention Programs (Program 4) for ELA/ELD include:**

**2015 SBE-adopted Intervention Programs for English Learners (Program 5) for ELA/ELD include:**

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

## Mathematics

### 2014 SBE-adopted Basic Grade-Level Mathematics Programs include:

- McGraw-Hill, *McGraw-Hill My Math*, 2014, Gr. K–5
- Pearson Scott Foresman, *enVision Math*, 2014, Gr. K–6

### Alternative Current Materials

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

### 2014 SBE-adopted Mathematics 1 Programs include:

### Alternative Current Materials

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

## History-Social Science

### 2017 SBE-adopted history-social science programs include:

- McGraw-Hill School Education, *Impact: California Social Studies*, Gr. K–5
- Teachers' Curriculum Institute, *Social Studies Alive! California Series*, Gr. K–5

### 2005 SBE-adopted history-social science programs include:

### Alternative Current Materials

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

## Science

### 2018 SBE-adopted science programs include:

- Delta Education, *FOSS Next Generation Elementary*, Gr. K–5
- McGraw-Hill School Education, *California Inspire Science*, Gr. K–6
- Pearson Education, *California Elevate Science*, Gr. K–6

**2006 SBE-adopted science programs include:**

\*Available in Spanish as alternate format.

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

California Department of Education, September 2021

**Northern United- Siskiyou Charter School**  
**Instructional Materials List**  
**Middle School Level 2021–22**  
(Previously named Instructional Materials Survey)

The California Department of Education has developed this survey form for district convenience; districts are free to modify it as needed.

Please see California Education Code sections 240, 1240(i), 60002, 60119, and 60210 for compliance requirements.

Please note that the Clearinghouse for Specialized Media and Technology at <https://www.cde.ca.gov/re/pn/sm/> provides instructional materials in accessible formats for students with disabilities.

**English Language Arts / English Language Development (ELA/ELD)**

**2015 SBE-adopted Basic Programs (Program 1) for ELA/ELD include:**

**2015 SBE-adopted Basic Programs with English Language Development (Program 2) for ELA/ELD include:**

- National Geographic Learning/Cengage Learning, *Reach for Reading*, 2015, Gr. K–6

**2015 SBE-adopted Primary Language Programs with ELD (Program 3) for ELA/ELD include:**

**2015 SBE-adopted Intervention Programs (Program 4) for ELA/ELD include:**

**SBE-adopted Intervention Programs for English Learners (Program 5) for ELA/ELD include:**

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**Mathematics**

**2014 SBE-adopted Basic Grade-Level Mathematics Programs include:**

- Houghton Mifflin Harcourt, *Go Math!*, 2014, Gr. 6–8
- Pearson Scott Foresman, *enVision Math*, 2014, Gr. K–6

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

### **2014 SBE-adopted Algebra 1 Programs include:**

### **2014 SBE-adopted Mathematics 1 Programs include:**

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

### **History-Social Science**

#### **2017 SBE-adopted history-social science programs include:**

- McGraw-Hill School Education, *Impact: California Social Studies*, Gr. 6–8
- National Geographic Learning, *National Geographic World History*, Gr. 6–8
- Teachers' Curriculum Institute, *History Alive! California Series*, Gr. 6–8

#### **2005 SBE-adopted history-social science programs include:**

\*Available in Spanish as alternate format.

### **Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

### **Science**

#### **2018 SBE-adopted science programs include:**

- Delta Education, *FOSS Next Generation Middle School*, preferred integrated, Gr. 6–8
- McGraw-Hill School Education, *California Inspire Science*, preferred integrated, Gr. 6–8
- McGraw-Hill School Education, *California Inspire Science*, discipline specific, Gr. 6–8

- Pearson Education, *California Elevate Science Integrated*, Gr. 6–8
- Pearson Education, *California Elevate Science*, discipline specific, Gr. 6–8

**2006 SBE-adopted science programs include:**

\*Available in Spanish as alternate format.

**Alternative Current Materials**

The district has developed an instructional program consistent with the content and cycles of the curriculum frameworks for this curricular area by utilizing one or more instructional resources. Pursuant to *Education Code* Section 60210(c), this program underwent a local review that included a majority of classroom teachers in the subject area. The program is provided to all students at this grade level or enrolled in these courses.

**World Languages**

**SBE-adopted world language programs include:**

**Health**

**SBE-adopted health programs include:**

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**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Mathematics Instructional Materials	School/district provides locally adopted standards-aligned mathematics instructional materials in all classrooms for all students enrolled in grades 9-12 mathematics courses.	The high school has distributed to students locally adopted standards-aligned mathematics textbooks or instructional materials in all classrooms for all students enrolled in grades 9–12 mathematics courses.	Algebra I (or Math I)	x		x	
			Geometry (or Math II)	x		x	
			Algebra II (or Math III)	x		x	
			Probability and Statistics	x		x	
			Calculus	x		x	
			Other:				
			Other:				
			Comments:				



**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
History–Social Science Instructional Materials	School/district provides locally adopted standards-aligned history–social science instructional materials in all classrooms for all students enrolled in grades 10–12 history-social science courses.	The high school has distributed to students locally adopted standards-aligned history-social science textbooks in all classrooms for all students enrolled in grades 10–12 history-social science courses.	Geography (where appropriate)	X		X	
			World History	X		X	
			US History	X		X	
			Economics	X		X	
			Government	X		X	
			Comments:				

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Science Instructional Materials	School/district provides locally adopted standards-aligned science instructional materials in all classrooms for all students enrolled in grades 9–12 science courses.	The high school has distributed to students locally adopted standards-aligned science textbooks or instructional materials in all classrooms for all students enrolled in 9–12 science courses. For courses determined to be laboratory science courses by the school/district, science laboratory equipment is made available to all students enrolled in these 9–12 science courses.	Earth/Physical Science	X		X	
			Biology	X		X	
			Chemistry	X		X	
			Physics	X		X	
			Physiology	X		X	
			Environmental Science	X		X	
			Equipment*				
			Other:				
Comments:							

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Foreign Language Textbooks or Instructional Materials	School/district provides curriculum framework-aligned foreign language textbooks or instructional materials in all classrooms for all students enrolled in foreign language courses.	The high school has distributed to students locally adopted state curriculum framework-aligned foreign language textbooks or instructional materials in all classrooms for all students enrolled in foreign language courses.	Spanish	X		X	
			French				
			German				
			Japanese				
			Chinese				
			Latin				
			Other:				
			Comments:				

**Instructional Materials Survey For Compliance with Education Code Sections 1240(i) and 60119  
High School Level**

ESSENTIAL COMPONENT	OBJECTIVE	Compliance With Education Code Sections 1240(i) and 60119	PROGRAM	PURCHASED		TO USE	
				YES	NO	YES	NO
Health Textbooks or Instructional Materials	School/district provides curriculum framework-aligned health textbooks or instructional materials in all classrooms for all students enrolled in health courses.	The high school has distributed to students locally adopted curriculum framework-aligned health textbooks or instructional materials in all classrooms for all students enrolled in health courses.	Health	X		X	
			Other:				
			Other:				
			Comments:				



**NU- Siskiyou Charter School  
Curriculum Audit  
Fall 2021**

State Adopted ELA Curriculum

Title	Publisher	Publication Date
Reach for Reading	National Geographic Cengage Learning	2017
Fountas and Pinnell	Heinemann	2020

LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online

Supplemental ELA Curriculum

Title	Publisher	Publication Date
IXL		online
AVID Weekly	AVID	online
Accelerated Reader	Renaissance Learning	online
Being a Writer	Center for Collaborative Classroom	2011
Prentice Hall	Prentice Hall	2000

State Adopted Social Studies Curriculum

Title	Publisher	Publication Date
Social Studies Alive! California Series	Teachers' Curriculum Institute	2018
National Geographic	Cengage	2013
Impact	McGraw Hill	2019

LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online

Supplemental Social Studies Curriculum

Title	Publisher	Publication Date
IXL		online
Our World	National Geographic Cengage	2018

State Adopted Math Curriculum

Title	Publisher	Publication Date
enVision	Pearson	2012
My Math	McGraw Hill	2011
Carnegie Learning	Carnegie Learning	2014

LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online

Supplemental Math Curriculum

Title	Publisher	Publication Date
IXL		online
WOOT		online
Khan Academy		online

State Adopted Science Curriculum

Title	Publisher	Publication Date
FOSS	Delta Science	2018
California Inspire Science	McGraw Hill	2017
California Elevate Science	Pearson	2017

Miller Levine	Prentice Hall	2014
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LEA Selected California State Standards Aligned

Title	Publisher	Publication Date
Apex	Apex Learning	online

Supplemental Science Curriculum

Title	Publisher	Publication Date
Mystery Science		online
IXL		online
Biology	Miller Levine	2014
Focus on Earth/Life/Physical Science	Prentice Hall	2008

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.5 Approval of ESSER III Plan for NU-HCS

**Action Requested:**

Approval

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

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students. The plan must be adopted by the governing board.

**Fiscal Implications:**

\$765,385

**Contact Person/s:** Shari Lovett, Tammy Picconi



# ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Northern United - Humboldt Charter School	Shari Lovett Director	slovett@nuarters.org 707-445-2660

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students’ academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA’s Plan to support students.

For more information please see the Instructions.

## Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
21-22 NU-HCS LCAP	<a href="http://www.nuarters.org">www.nuarters.org</a>
NU-Humboldt ELO Plan	<a href="http://www.nuarters.org/northern-united-charter-documents/">www.nuarters.org/northern-united-charter-documents/</a>

## Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA
\$765,934

<b>Plan Section</b>	<b>Total Planned ESSER III</b>
Strategies for Continuous and Safe In-Person Learning	\$612,747
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$153,187
Use of Any Remaining Funds	0

**Total ESSER III funds included in this plan**

\$765,934

## Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

During the development of the Expanded Learning Opportunities grant plan, a survey was administered to parents, students and staff. The survey specifically elicited feedback from these community members regarding strategies to address the academic impact of lost instructional time. Additionally, during the development of the Local Control and Accountability Plan, a survey was distributed to parents, students and staff and the SELPA was consulted. This survey specifically elicited feedback from these community members regarding strategies and activities to be implemented by Northern United. Also, meetings were held where feedback was collected regarding additional strategies the community would like to see our school implement. Because both of these surveys sought community consultation relevant to ESSER III, the resulting feedback was used to help develop this plan. However, a survey specific to ESSER III was also distributed to families, students, administrators, teachers, school leaders, other educators, and school staff. On October 10th, a meeting to gather feedback from school administrators was also held. During multiple meetings of the Northern United Charter Schools' Board of Directors, prevention and mitigation strategies were discussed. These meetings held in public always included an opportunity for public comment.

A description of how the development of the plan was influenced by community input.

Community input influenced the development of this plan. School staff, board members, students and families addressed the need for additional mental health support. Teachers expressed the need for the school to address learning loss through targeted intervention, tutoring and more one-on-one time with instructional staff. Parents stated they wanted more opportunities for school engagement and in-person learning.

For those students needing a more intensive or targeted support, we hired an intervention coordinator position to oversee all interventions, including the elementary skill building and high school credit recovery programs and high school course make-ups to meet college eligibility (a-g), using ELO funds. The ESSER III funds will be used to continue the intervention coordinator position into the 2022-23 school year.

With ESSER III funds, we will extend our funding of an additional counselor to provide social, emotional, and mental health support through one-on-one and group counseling through the 2022-23 and 2023-24 school years.

All members of the community expressed a need for additional in-person, direct instruction opportunities. In order to offer this, the school needs a facility owned by the school to offer continuity, engagement, mental health and intervention supports in a private setting. Owning a facility allows our school to address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. A facility provides a location to practice evidence-based interventions and services, including to students who are traditionally underserved. Currently, we lease a facility, but it does not allow for the necessary autonomy to best serve our students' needs. In a leased facility, the landlord determines when the facility may be used and how it is used. Additionally, the landlord ultimately determines whether or not improvements are made. For example, in order to provide for indoor air quality during the COVID-19 pandemic, we are unable to upgrade HVAC systems in leased facilities. Owning a facility allows the school to have the control of making the best decisions for the health and safety of students and staff. Using ESSER funds for a facility allows for our school to engage in activities authorized by the Individuals with Disabilities Education Act because students who qualify for an IEP may receive services in-person. Additionally, having a facility is necessary to address the unique needs of low-income students, English learners, racial and ethnic minorities, homeless students, and foster youth. A facility aides in regular and substantive educational interaction between students and their classroom instructors and mental health service providers. Administering and using high-quality assessments, to accurately assess students' academic progress and assist educators in meeting students; academic needs is most effective in-person.

## **Actions and Expenditures to Address Student Needs**

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

### Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

**Total ESSER III funds being used to implement strategies for continuous and safe in-person learning**

\$612,747

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
NA	Purchase facility	Facilities purchase that will allow the school to operate in a way that supports student learning in a safe environment that has adequate space for intervention instruction and mental health support	\$612,747

### Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

**Total ESSER III funds being used to address the academic impact of lost instructional time**

\$153,187

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELO	Counselor Compensation	Credit recovery/a-g makeup oversight (0.4 FTE of new counselor, salary and benefits) These funds extend what was planned with ELO funds for an additional two years.	\$110,000
ELO	Intervention Coordinator Compensation	Intervention Coordinator (salary and benefits)(.4 FTE teacher plus benefits) These funds extend what was planned with ELO funds for additional two years.	\$53,187

## Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

### Total ESSER III funds being used to implement additional actions

0

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures

## Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Purchase facility	Occupying and operating the new facility by the beginning of the 2022-2023 school year in order to provide social distancing measures, privacy and additional mental health and intervention supports.  After August 2022: Number of students showing growth through an evaluation by intervention coordinator of STAR	August 2022  After August 2022: Monthly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	<p>Renaissance assessment data. Intervention coordinator will share data with administration.</p> <p>Evaluation by administration of reduced number of students chronically absent.</p>	
Counselor Compensation	Counselor completion of data tracking log indicating the number of student with a need for a personal check-in and a brief summary of the results of the check-in. Counselor will submit the data tracking log to the administrator or verbally review interactions with the administrator.	Monthly
Intervention Coordinator Compensation	Number of students showing growth through an evaluation by intervention coordinator of STAR Renaissance assessment data. Intervention coordinator will share data with administration.	Twice per year - after the winter and spring assessment windows

# ESSER III Expenditure Plan Instructions

## Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
  - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at

<https://www.cde.ca.gov/fg/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov).

## Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
  - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- **For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.**
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
  - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
  - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
  - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
  - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
  - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;



- Addressing learning loss among students, including underserved students, by:
  - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
  - Implementing evidence-based activities to meet the comprehensive needs of students,
  - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
  - Tracking student attendance and improving student engagement in distance education;

**Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

### **Other LEA Plans Referenced in this Plan**

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

### **Summary of Expenditures**

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

### **Instructions**

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

## **Community Engagement**

### **Purpose and Requirements**

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
  - For purposes of this requirement "underserved students" include:
    - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

### **Instructions**

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

#### **A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.**

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of “meaningful consultation” with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

#### **A description of the how the development of the plan was influenced by community input.**

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA’s plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, “aspects” may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

## **Planned Actions and Expenditures**

### **Purpose and Requirements**

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

### **Instructions**

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **Strategies for Continuous and Safe In-Person Learning**

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Addressing the Impact of Lost Instructional Time**

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Use of Any Remaining Funds**

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

### **Ensuring Interventions are Addressing Student Needs**

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education  
June 2021

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.6 Approval of ESSER III Plan for NU-SCS

**Action Requested:**

Approval

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

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students. The plan must be adopted by the governing board.

**Fiscal Implications:**

\$314,539

**Contact Person/s:** Shari Lovett, Tammy Picconi

# ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Northern United - Siskiyou Charter School	Shari Lovett Director	slovett@nuarters.org 707-445-2660

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

## Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
2020-21 NU-SCS LCAP	<a href="http://www.nuarters.org/northern-united-charter-documents/">www.nuarters.org/northern-united-charter-documents/</a>
NU-Siskiyou ELO Plan	<a href="http://www.nuarters.org/northern-united-charter-documents/">www.nuarters.org/northern-united-charter-documents/</a>

## Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

### Total ESSER III funds received by the LEA

\$314,539
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<b>Plan Section</b>	<b>Total Planned ESSER III</b>
Strategies for Continuous and Safe In-Person Learning	\$13,000
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$301,539
Use of Any Remaining Funds	0

**Total ESSER III funds included in this plan**

\$314,539

## Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

During the development of the Expanded Learning Opportunities grant plan, a survey was administered to families, students, administrators, teachers, school leaders, other educators, and school staff. We do not have local bargaining units. The survey specifically elicited feedback from these community members regarding strategies to address the academic impact of lost instructional time. Additionally, during the development of the Local Control and Accountability Plan, a survey was distributed to families, students, administrators, teachers, school leaders, other educators, and school staff and the SELPA was consulted. This survey specifically elicited feedback from these community members regarding strategies and activities to be implemented by Northern United. Because these surveys elicited information relevant to ESSER funds, both were used to help develop this ESSER III plan, however, a survey specific to ESSER III was also distributed to families, students, administrators, teachers, school leaders, other educators, and school staff. On October 10th, a meeting to gather feedback from school administrators was also held. Finally, during multiple meetings of the Northern United Charter Schools' Board of Directors, prevention and mitigation strategies were discussed. These meetings held in public always included an opportunity for public comment.

A description of how the development of the plan was influenced by community input.

Community input influenced the development of this plan. School staff, board members, students and families addressed the need for additional mental health support. Teachers expressed the need for the school to address learning loss through targeted intervention, tutoring and more one-on-one time with instructional staff. Parents stated they wanted more opportunities for school engagement and support with facilitating home learning.

As a result of community feedback and an analysis of identified needs, NU-SCS will continue with the expansion of the number of hours our existing tutors work with students that was done initially with Expanded Learning Opportunities (ELO) funds. We plan to offer after school, evening and weekend tutoring through the 2022-23 and 2023-24 school years. We will keep our learning centers open additional hours in order to provide a place for any students to receive tutoring or to have internet access and an environment that is conducive to learning. We will hire additional tutors to meet our students' needs. We intend to create and/or provide training to tutors on research based intervention strategies. We will also hire additional instructional aides to support students with filling in gaps in learning.

Also with ELO funds, we created summer programs focused on elementary skill building and high school credit recovery. These targeted elementary skill building and a high school credit recovery program will again be offered during the summers of 2022 and 2023 school year. The school vans will be used for student transportation when needed.

For those students needing a more intensive or targeted support, we hired an intervention coordinator position to oversee all interventions, including the elementary skill building and high school credit recovery programs and high school course make-ups to meet college eligibility (a-g) during the summer and school year, using ELO funds. The ESSER III funds will be used to continue the intervention coordinator position into the 2022-23 and 2023-24 school years.

With ESSER III funds, we will extend our agreements to provide social, emotional, and mental health support through one-on-one counseling, group teen empowerment programs (such as Elevate, offered by Lassen Counseling). We will also fund our additional counselor through the 2022-23 and 2023-24 school years.

We will also continue to offer stipends for teachers to develop a training program for parents. This training program will be designed to provide instruction and strategies for parents to use to support their children in home-based learning. The teachers will then offer this training program to all parents in a group setting, either at our learning center or on Zoom. Childcare and snacks will be provided whenever this training is occurring at one of our facilities.

## **Actions and Expenditures to Address Student Needs**

The following is the LEA’s plan for using its ESSER III funds to meet students’ academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

**Strategies for Continuous and Safe In-Person Learning**

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

**Total ESSER III funds being used to implement strategies for continuous and safe in-person learning**

\$13,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
NA	Safety doors	Purchase and install security doors at Yreka facility	\$13,000

**Addressing the Impact of Lost Instructional Time**

A description of how the LEA will use funds to address the academic impact of lost instructional time.

**Total ESSER III funds being used to address the academic impact of lost instructional time**

\$301,539

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
ELO	Counselor compensation	Credit recovery/a-g makeup oversight (0.1 FTE of new counselor, salary and benefits) These funds extend what was planned with ELO funds for an additional two years.	\$17,000
ELO	Tutor compensation (during school hours)	Tutoring during the school day (certificated and classified)(salary and benefits) (tutor salary and benefits)	\$32,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
		These funds extend what was planned with ELO funds for an additional two years.	
ELO	Tutor compensation (outside of school hours)	Expanding tutoring after school, summer, evenings and weekends (tutor salary and benefits) (\$230/day, 5 days, 6 weeks) (salary/benefit) These funds extend what was planned with ELO funds for an additional two years.	\$13,800
ELO	Tutor training	Tutor training (3@\$800 AVID SI, National Tutoring Association) These funds extend what was planned with ELO funds for an additional two years.	\$4,800
N/A	Intervention	Intervention coordinator meetings, stipends (\$250@3 days for 13 staff - teachers and tutors) These funds extend what was planned with ELO funds for an additional two years.	\$21,000
ELO	Intervention Coordinator Compensation	Intervention Coordinator (salary and benefits)(.1 FTE sped teacher plus benefits) These funds extend what was planned with ELO funds for additional two years.	\$14,000
ELO	Parent PD (teacher compensation)	Stipends for teachers to develop parent training materials. These funds extend what was planned with ELO funds for an additional two years.	\$20,000
ELO	Childcare for Parent PD	Parent training in home based learning strategies, pay for childcare These funds extend what was planned with ELO funds for an additional two years.	\$4,000
ELO	Food	Food during summer program/extended instructional time. These funds extend what was planned with ELO funds for an additional two years.	\$3,000

<b>Plan Alignment (if applicable)</b>	<b>Action Title</b>	<b>Action Description</b>	<b>Planned ESSER III Funded Expenditures</b>
ELO	Summer school staff compensation	Summer school skill building and credit recovery program (teacher salary/stipend and benefits) (\$250 per day cert, 5 days, 6 weeks) (stipend) These funds extend what was planned with ELO funds for an additional two years.	\$15,000
ELO	Social Emotional PD	Professional development in social/emotional learning These funds extend what was planned with ELO funds for an additional two years.	\$27,280
ELO	Mental Health Services	Counseling/extra school psych/Elevate program/Love and Logic These funds extend what was planned with ELO funds for an additional two years.	\$20,000
ELO	Instructional strategies PD	Professional development in instructional strategies (5 @ \$800 AVID SI) These funds extend what was planned with ELO funds for an additional two years.	\$8,000
ELO	Instructional Aides	Two additional Instructional Aide Position (compensation) for two years	\$94,859
ELO	STAR Renaissance	Assessment for academic screening and progress monitoring These funds extend what was planned with ELO funds for an additional two years.	\$6,800

## Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

**Total ESSER III funds being used to implement additional actions**

0

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures

**Ensuring Interventions are Addressing Student Needs**

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Safety doors	The doors will be installed and fully functional by July 1, 2022.	Annually - after July 1, 2022
Tutor compensation (during school hours) Tutor compensation (outside of school hours) Tutor training	Implementation progress will be monitored through evaluation of service logs showing the number of students served.  Renaissance results will be monitored for student academic progress.	Tutor timesheets showing number of kids served  STAR Renaissance assessments - three testing windows per year
Instructional strategies PD	Implementation progress will be monitored through evaluation of report cards.  Renaissance results will be monitored for student academic progress.	Each semester  STAR Renaissance assessments - three testing windows per year
Counselor compensation Mental health services	Counselor completion of data tracking log indicating the number of students with a need	Monthly

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	<p>for a personal check-in and a brief summary of the results of the check-in.  Elevate staff completion of data tracking log indicating the number of students participating in the group.  Counselor and Elevate staff will submit the data tracking log to the site administrator or verbally review interactions with the site administrator.</p>	
Social emotional PD	<p>Counselor completion of data tracking log indicating the number of students with a need for a personal check-in and a brief summary of the results of the check-in.  Counselor will submit the data tracking log to the site administrator or verbally review interactions with the site administrator.</p>	Monthly
Summer school staff compensation	Implementation progress will be through an evaluation of report cards and transcripts to monitor for grade improvement and credit recovery.	Annually
Parent PD (teacher compensation) Childcare for parent PD Food	Implementation progress will be monitored through evaluation of sign-in sheets to parent workshops.	Monthly
Intervention coordinator compensation Intervention STAR Renaissance Instructional aide	STAR Renaissance assessment results will be monitored for student growth.	Twice a year - after the winter and spring testing windows

# ESSER III Expenditure Plan Instructions

## Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
  - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fg/cr/arpact.asp>.

*For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov).*

## Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
  - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:



- **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- **For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.**
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
  - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
  - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
  - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
  - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
  - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
    - Administering and using high-quality assessments that are valid and reliable, to accurately assess students’ academic progress and assist educators in meeting students’ academic needs, including through differentiated instruction,
    - Implementing evidence-based activities to meet the comprehensive needs of students,
    - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
    - Tracking student attendance and improving student engagement in distance education;
- Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
  - Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
  - Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
  - Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

### **Other LEA Plans Referenced in this Plan**

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

### **Summary of Expenditures**

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

### **Instructions**

For the 'Total ESSER III funds received by the LEA,' provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the 'Total ESSER III funds included in this plan,' provide the total amount of ESSER III funds being used to implement actions in the plan.

## **Community Engagement**

### **Purpose and Requirements**

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA's plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID-19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

"Meaningful consultation" with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
  - For purposes of this requirement "underserved students" include:
    - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

### **Instructions**

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

#### **A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.**

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of “meaningful consultation” with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

#### **A description of the how the development of the plan was influenced by community input.**

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA’s plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, “aspects” may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA’s ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education’s Roadmap to Reopening Safely and Meeting All Students’ Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

## **Planned Actions and Expenditures**

### **Purpose and Requirements**

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students’ academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

### **Instructions**

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

### **Strategies for Continuous and Safe In-Person Learning**

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Addressing the Impact of Lost Instructional Time**

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Use of Any Remaining Funds**

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

### **Ensuring Interventions are Addressing Student Needs**

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education  
June 2021

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.7 Approval of Employment 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. This is a second reading of the employee policies. See attached.

Since the first reading, there were four additional changes:

Policy E-07 Hiring Policy had the word "certificated" in several places changed to "employee" or "all staff".

Policy E-04 TB Policy: We moved a sentence referring to volunteers to the end of the paragraph.

Policy E-17 Business Conduct had the word "certificated" changed to "employees".

Policy E-45 Portfolio Requirements had "NU-HCS" changed to "NUCS".

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Lynda Speck



# Northern United Charter Schools

## Employee Policy Handbook



**2021-2022**

Adopted on October 14, 2021

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# Acknowledgement of Receipt of Policy Handbook

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

**EMPLOYEE NAME** \_\_\_\_\_

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

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

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

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

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Please sign, date, and return original to the Personnel Office.**

Retain this Handbook for your reference.

## **E-01 At-Will Employment Policy**

Adopted 10/14/2021

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

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

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

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

## **E-02 Equal Employment Opportunity Policy**

Adopted 10/14/2021

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

Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);

Color;

Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);

Religious creed (including religious dress and grooming practices);

National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);

Genetic information;

Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);

Sexual orientation;

Age (forty (40) or over);

Physical or mental disability (including HIV and AIDS);

Marital/registered domestic partner status;

Medical condition (including cancer and genetic characteristics);

Taking a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;

Military and veteran status; or

Any other consideration made unlawful by federal, state or local laws.

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

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

Any employee or applicant who requires an accommodation in order to perform the essential functions of the job should contact a school representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he /she need to

perform the job, or if unknown, what job duties the disability impairs. NUCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the employee to perform his/her job. NUCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, NUCS will make the accommodation.

## **E-03      Outside Employment Policy**

Adopted 10/14/2021

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

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

Additional employment that conflicts with an employee's work schedule, duties and responsibilities of the school.

Additional employment that creates a conflict of interest or is incompatible with the employee's position with the school.

Additional employment that impairs or has a detrimental effect on the employee's work performance with the school.

Additional employment that requires the employee to conduct work or related activities on the school's property during the employee's work hours or using school facilities and /or equipment; and

Additional employment that directly or indirectly competes with the business or the interests of the school.

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

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

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

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



## **E-04      Tuberculosis Testing**

Adopted 10/14/2021

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

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

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

## **E-05 Criminal Background Check Policy**

Adopted 10/14/2021

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

**Rules of Conduct**

The following conduct is prohibited and will not be tolerated by NUCS. This list of prohibited conduct is illustrative only and applies to all employees of the school; other types of conduct that threaten security, personal safety, employee welfare, and the school's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at will employment relationship between the employee and NUCS. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

Insubordination- refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.

Inefficiency- including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.

Unauthorized soliciting, collecting of contributions, distributions of literature, written or printed matter is strictly prohibited on school property by non-employees and by employees. This rule does not cover period of times when employees are off their jobs such as lunch periods or break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.

Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of school property.

Fighting (verbal or physical) or instigating a fight on school premises.

Violations of the drug and alcohol policy.

Using or possessing firearms, weapons, or explosives of any kind on school premises.

Gambling on school premises.

Tampering with or falsifying any report or record including but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.

Recording the timecards, when applicable, of another employee or permitting or arranging for another employee to record the timecard.

Use of profane, abusive or threatening language in conversations with other employees, students, and /or intimidating or interfering with other employees.

Conducting personal business during business hours and /or unauthorized use of telephone lines for personal calls.

Excessive absenteeism or tardiness excused or unexcused.

Posting any notices on school premises without prior written approval of the administration, unless posting is on a school bulletin board designated for employee postings.

Immoral or indecent conduct.

Conviction of a criminal act.

Engaging in sabotage or espionage (industrial or otherwise).

Violations of the sexual harassment policy.

Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed tests, procedures, or treatment.

Sleeping during work hours.

Release of confidential information without authorization.

Any other conduct detrimental to other employees or the school's interests or its efficient operations.

Refusal to speak to supervisors, administration, or other employees.

Dishonesty.

Failure to possess or maintain the credential/certificate required of the position.

Failure to meet with students and families without prior authorization.

Failure to submit independent study paperwork in accordance with school defined timelines.

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

## **Off –Duty Conduct**

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

## **Termination of Employment**

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

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

## **E-07      Hiring Policy**

Adopted 10/14/2021

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

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

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

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

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

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

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

## **E-07a      Hiring Procedure**

Adopted 10/14/2021

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

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

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

- Before the recruitment of any potential candidate can take place, the School Director must approve the need for a new position.
- The School Director or designee shall recruit candidates for the position based on the school's needs for specific skills, knowledge, and abilities.
- The School Director shall identify the best possible candidate based on screening processes, interviews, observations, and recommendations from previous employers.
- Upon approval from the School Director, a hiring package will be sent to the selected candidate.
- At this time a criminal background check will be completed and upon the submission of the appropriate paperwork, a hiring agreement will be sent out to the selected candidate.
- The School Director will then present the candidate to the NUCS Board of Directors for appointment.

## **E-08      Certification and Licensure**

Adopted 10/14/2021

All NUCS's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other California public schools would be required to hold.

## **E-09 Paraprofessional Policy**

Adopted 10/14/2021

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

High School Diploma (or its recognized equivalent) and

One of the following:

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

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

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



## **E-10      Employment of Retired Employees Policy**

Adopted 10/14/2021

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

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

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

## **E-11      Employment of Relatives**

Adopted 10/14/2021

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

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

# E-12 Pay Schedule Policy

Adopted 10/14/2021

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

Increases will not automatically occur every year.

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

School Director approval is required for all employee pay increases.

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

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

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

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

## Certificated Staff

Non-center based teachers will be paid per student based on full time equivalent of 25 students. All full time placements in this area will work 7 hours per day for 183 days.

PLEASE NOTE: When being placed on the pay schedule is being determined, only five (5) years of experience will be considered at the time of hire.

Center-based teachers will be paid based on the center's overall budget and number of students being served. All full time placements in this area will work 7 hours per day for 183 days.

School-wide instructional position will be placed on the specialist or special education teacher line. All full time placements in this area will work 7 hours per day for 190 days. Full time equivalent will be based on 20 students for special education teachers.

Administrators that hold an administrative credential will be placed on the Director or Regional Director line. Placements will depend on the years of service as an administrator. All placements on this line will work a minimum of 220 days at 8 hours per day. All placements will be considered 12 month employees.

Counselors will work a minimum of 190 days. All full-time placements on this line will work 7 hours per day.

## Classified Staff

Classified Employees hired in a "by hour" capacity will be placed on Column I of the classified pay schedule under the position they are being hired for. The number of days per position will vary but are not to exceed the number of days listed below unless prior approval by School Director or designee is obtained.

Regular Instructional Aide	180 days
Special Education Instructional Aide	180 days
Office Clerk I/Secretary	180 days

Administrative Assistant	180 – 260 days
Accounts/Record Technician	180 days
Custodian	260 days
Food Services	180 days
Technology	180 days
Behavioral Support Assistant	180 days

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

Classified employees hired for tutoring and small group instruction will be paid according to the Tutor/SOI rates on the pay schedule.

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

## **E-13 Whistleblower Policy**

Adopted 10/14/2021

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

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

## **E-14      Immigration Compliance**

Adopted 10/14/2021

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

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

# E-15 Professional Boundaries: Staff/ Student Interaction Policy

Adopted 10/14/2021

NUCS 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.

# **E-16 Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

Adopted 10/14/2021

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

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

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

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

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

## **Definition of Harassment**

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

## **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race, or any other protected basis;

- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

## **Prohibited Unlawful Sexual Harassment**

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

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

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

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

All administrators or staff members in a supervisory position will receive two (2) hours of Sexual Harassment Prevention Training within six (6) months of hire or their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. All other staff will receive sexual harassment prevention training as required by law.

It is the responsibility of every employee to maintain a workplace free from any form of sexual harassment. Should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the School Director or his/her designee. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form." Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature such as rape, sexual battery, molestation or attempts to commit these assaults, intentional physical conduct that is sexual in nature such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments such as sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience, preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation

or reward or disparate treatment for rejecting sexual conduct, subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees such as displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work, Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate NUCS policy.

## **E-17 Business Ethics and Conduct Policy**

Adopted 10/14/2021

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

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

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

## **E-18      Conflict of Interest Policy**

Adopted 10/14/2021

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

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

## **E-19      Drug- and Alcohol-Free Workplace**

Adopted 10/14/2021

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

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

## **E-20      Policy on Smoking**

Adopted 10/14/2021

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



## **E-21 Child Abuse and Neglect Reporting Policy**

Adopted 10/14/2021

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

NUCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

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

## **E-22 Mandated Training Policy**

Adopted 10/14/2021

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

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

All administrators or staff members in a supervisory position will receive two (2) hours Sexual Harassment Prevention Training within six (6) months of the assumption of a supervisory position and will receive further training every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Further information regarding Sexual Harassment Prevention Training can be found in the School's Prohibited Unlawful Sexual Harassment Policy.

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

## **E-23 Confidential Information Policy**

Adopted 10/14/2021

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

Employees of NUCS who are exposed to confidential information are required to maintain confidentiality. Employees who improperly use or disclose confidential business or personnel information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Such confidential information includes, but is not limited to the following examples:

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

## **E-24 Employee Attendance Policy**

Adopted 10/14/2021

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

Non-exempt employees must accurately account their time on a daily basis as this is the only way that the payroll department knows how many hours each employee has worked. The time sheet indicates when the employee arrives and when the employee leaves for the day. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday. Any employee who works a five (5) hour day or longer must show a thirty (30) minute lunch and any absences including but not limited to doctor or dentist appointments. All employees must keep their supervisor advised of their departures from and returns to work during the work day.

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

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

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

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

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

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

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

Excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination of employment. An absence for more than three (3) consecutive days without notification to a supervisor or the personnel office will be considered a voluntary resignation from employment.

## **Meal and Rest Periods**

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

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

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

## **Lactation Accommodation**

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

NUCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

## **E-25      Record Retention Policy**

Adopted 10/14/2021

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

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

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

## **E-26      Personal Appearance Policy**

Adopted 10/14/2021

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

NUCS encourages staff, during school hours to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities and will not interfere with the learning process of students. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the School Director.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.

## **E-27      Health and Safety Policy, Occupational Safety, Accident/Incident Reporting**

Adopted 10/14/2021

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

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

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

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

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

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



### **Medical/Dental/Vision Benefits**

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

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

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

### **COBRA Benefits**

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

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

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

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

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

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

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

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

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

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

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

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

## **Payroll Withholdings**

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
- 4. State Unemployment Insurance (SUI): This state fund is used to provide temporary assistance to unemployed workers who meet the requirements of State law.

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

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

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

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

### **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. NUCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the School Director. NUCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

### **Paydays**

Paydays are scheduled twice per month and/or monthly. If an employee observes any error in his or her check, it should be reported immediately to the School Director.

### **Wage Attachments and Garnishments**

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

# **E-29      Vacations, Holiday and Leaves Policy**

Adopted 10/14/2021

## **Vacation Leave**

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

- Eligible full-time classified employees will accrue one (1) day of vacation time for each month of employment.
- Eligible part-time classified employees will accrue vacation on a prorated basis, based on their respective full-time equivalency.

All vacations must be approved in advance by the employee's immediate supervisor.

Accrual of vacation time commences on date of first day of employment. Each eligible full-time classified employee is allowed twelve (12) days per year of vacation time.

Vacation accruals may not exceed twenty-four (24) days. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has taken vacation and his/her accrued hours have dropped below the two (2) year/twenty-four (24) hour maximum.

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

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

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

## **Holidays**

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

New Year's Day

Martin Luther King, Jr. Birthday

Presidents Day

Tuesday following Presidents Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve  
Christmas Day

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

## **Unpaid Leave of Absence**

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

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

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

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

## **Sick Leave**

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

Regular, full-time twelve (12) month employees will receive ninety-six (96) hours of sick leave at the beginning of each school year. Regular, full-time employees who begin their employment with NUCS after the start of the school year will receive a prorated amount (no less than 24 hours) of sick leave based on their FTE and number of months left in the school year. Part time employees' will accrue one day per month of sick leave. The day will be calculated based on the number of hours they are assigned to work per day. Accrued sick leave carries over from year to year and NUCS does not pay employees in lieu of unused sick leave.

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

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

Sick leave may only be used for the purposes specified in this policy.

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

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

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

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

## **E-30 Employee Evaluation Policy**

Adopted 10/14/2021

Every new employee of NUCS will receive a performance review conducted by the School Director or designee. Newly hired employees may have their performance goals reviewed by the School Director or designee within the first ninety (90) days of employment. Continuing employees of NUCS will receive a performance review every other year. The frequency of performance evaluations may vary depending upon the length of service, job position, past performance, changes in job duties, or recurring performance problems.

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

# **E-31 Family Care and Medical Leave Policy**

Adopted 10/14/2021

This policy explains how NUCS complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

## **Employee Eligibility Criteria**

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for the purposes of CFRA where the School must only have at least five (5) employees).

## **Events That May Entitle an Employee to FMLA/CFRA Leave**

The twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA allowance includes any time taken (with or without pay) for the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.



3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a grandparent, grandchild, or sibling for CFRA purposes.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

### **Amount of FMLA/CFRA Leave Which May Be Taken**

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed 12 work-weeks total for any purpose in a 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve work-weeks” means the equivalent of twelve (12) of the employee’s normally scheduled work-weeks. For a full-time employee who works five (5) eight-hour days per week, “twelve work-weeks” means sixty (60) working and/or paid eight-hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.
3. The “12 month period” in which 12 weeks of FMLA and CFRA leave may be taken is the 12-month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

### **Pay During FMLA/CFRA Leave**

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.

4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

## **Health Benefits**

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

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

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

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

## **Seniority**

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

## **Medical Certifications**

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within 15 days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. NUCS will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The school may contact the employee's health care provider to authenticate a certification as needed.
3. If NUCS has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the school may request a second opinion by a health care provider of its

choice (paid for by the school). If the second opinion differs from the first one, the school will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Re-certifications are required if leave is sought after the expiration of the time estimated by the health care provider. Failure to submit required re-certification can result in termination of the leave.

### **Procedures for Requesting and Scheduling FMLA/CFRA Leave**

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the School Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than 30 days' notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. NUCS will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the school will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an employee, NUCS will give the employee a written guarantee of reinstatement at the termination of the leave,(with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the school will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the school.

### **Employment during Leave**

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

## **E-32      Pregnancy Disability Leave Policy**

Adopted 10/14/2021

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

### **Eligibility Criteria**

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

### **Events that May Entitle an Employee to Pregnancy Disability Leave**

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

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

### **Duration of Pregnancy Disability Leave**

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

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

At the end of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by-case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further accommodation, and whether or not additional leave would create an undue hardship for the school. The school is not required to provide an indefinite leave of absence as a reasonable accommodation.

### **Pay During Pregnancy Disability Leave**

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

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

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

## **Health Benefits**

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

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

## **Seniority**

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

## **Procedures for Requesting and Scheduling Pregnancy Disability Leave**

- An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the School Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- Employees should provide not less than 30 days' notice or such shorter notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of a leave request, except if the need for pregnancy disability leave was an emergency or was otherwise unforeseeable.
- Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred

temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

- NUCS will respond to a pregnancy disability leave request within 10 days of receiving the request. If a pregnancy disability leave request is granted, the school will notify the employee in writing that the leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **Medical Certifications**

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

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

## **Return to Work**

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

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

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

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

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

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

## **Employment during Leave**

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



## **E-33 Workers' Compensation Policy**

Adopted 10/14/2021

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

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

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

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

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

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

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

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

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

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

## **E-34 Leave of Absences Policy**

Adopted 10/14/2021

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

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

### **Military Leave of Absence**

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

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

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

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

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

### **Jury and Witness Duty**

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

- Serve on a Jury.

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

## **Voting Time Off**

Employees of NUCS who do not have sufficient time outside of their regular working hours to vote in an official state sanctioned election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or the end of the employee's regular work day.

## **Bereavement Leave**

Employees of NUCS are entitled to a leave of up to three (3) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, grandparents, grandchild, and son/daughter in-law). Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Bereavement pay will not be used in computing overtime pay.

## **School Appearance and Activities Leave**

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

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

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

## **Bone Marrow and Organ Donor Leave**

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

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

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

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

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

## **Victims of Abuse Leave**

NUCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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

## **Returning from Leave of Absence**

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

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the School Director or designee thirty (30) days' notice before returning from leave. Whenever the school is notified of an employee's intent to return from a leave, the school will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed.

## **E-35      Homeland Security Policy**

Adopted 10/14/2021

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

## **E-36      Emergencies and Disaster Preparedness Policy**

Adopted 10/14/2021

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

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

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

Learning Center Plans shall address at least the following situations:

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

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

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

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

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

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

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

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

## **E-36a      EMERGENCY AND DISASTER PLAN**

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

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

### **Release of Students**

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

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

### **Role of Staff**

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

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

1. The learning center supervisor shall assume overall control and supervision of activities at the learning center during an emergency. He/she shall have authority to use discretionary judgment in emergency situations which do not permit execution of prearranged plans. The center supervisor shall:
  - Direct evacuation of building.
  - Arrange for transfer of students when their safety is threatened.
  - Inform the School Director or designee of all emergency actions taken as soon as possible.
  - Survey and report damage to the School Director or designee.
  - Direct rescue operations as required.
  - Direct fire-fighting efforts until regular firefighting personnel take over.
  - Disburse supplies and equipment as needed.
  - Schedule periodical fire drills and other disaster preparedness exercises and keep appropriate records.
  - Post directions for fire drills and civil defense drills in classrooms, multipurpose rooms, etc.
2. Teachers shall be responsible for the supervision of students in their charge. teachers shall:
  - Direct evacuation of students in their charge in accordance with the learning center supervisor's instruction.
  - Give the **DROP** command as necessary.
  - Take attendance, stay with the students and provide supervision.



- Report missing students to the site supervisor or designee.
  - Send students in need of first aid to the school nurse or a person trained in first aid.
3. The classified staff at each site and learning center shall:
- Report a fire or disaster to the appropriate authorities.
  - Answer telephones and monitor radio emergency broadcasts.
  - Provide for the safety of essential school records and documents.
  - Assist the center supervisor as needed.
  - Organize first aid and medical supplies.
  - Supervise the administration of first aid.

## **FIRE DRILLS AND FIRES**

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

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

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

- The center supervisor or designee shall sound fire signals.
- The center supervisor or designee shall call 911.
- Students and adults shall leave the building and go directly to outside assembly areas.
- Staff shall give students clear direction and supervision and help retain calm.
- In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.
- If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

## **BOMB THREATS**

### **Receiving Threats**

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

### **Procedures**

1. Any staff member who receives a bomb threat shall immediately call 911 and also report the threat to the center supervisor. If the threat is in writing, he/she shall place the message in an envelope and take note of where and by whom it was found.
2. Any student or employee seeing a suspicious package shall promptly notify the center supervisor.

3. The learning center supervisor or designee shall immediately use fire drill signals and institute standard evacuation procedures as specified in the emergency plan.  
*(cf. 3516 Emergency and Disaster Preparedness Plan)*  
*(cf. 3516.1 – Fire Drills and Fires)*
4. The learning center supervisor or designee shall turn off any two-way radio equipment which is located in the threatened building.

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

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

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

## **EARTHQUAKE EMERGENCY PROCEDURE SYSTEM**

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

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

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

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

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

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

## **Earthquake while indoors at school**

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

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

## **Earthquake while on school grounds**

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

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

## **Subsequent Emergency Procedures**

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

## **E-37 Internal Complaint Policy**

Adopted 10/14/2021

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

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

### **Internal Complaints**

(Complaints by Employees against Employees)

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

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

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

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

### **Policy for Complaints against Employees**

(Complaints by Third Parties against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the School Director or Board President (if the complaint concerns the School Director) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

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

### **General Requirements**

- Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
- 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.

## **E-38      Data Storage Policy**

Adopted 10/14/2021

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

Employees of NUCS are given a variety of resources to do their jobs efficiently and effectively. It is important that these resources are carefully guarded.

Storing, transferring and sharing school information comes with risks. It can result in data breaches (in which confidential data is released to people outside of the organization or employees of the organization who have not been granted access to it), data theft (in which hackers steal information for financial gain or to gather intelligence) and misplaced data (in which original files become lost or unavailable).

### **Email**

All data sent over email (as an attachment or in an email text) should be considered sensitive and protected as such. Never send work documents or information to someone outside of the school unless it has been cleared by the School Director or designee. *This includes forwarding school emails to your own personal email account.*

Note: Not all users within NUCS have access to the same information. Therefore, sending emails containing confidential information such as student demographic data, parent demographic data, IEP and 504 plans, personal staff information and demographics will require pre-approval from your supervisor. This information should not be shared outside of NUCS emails without encryption.

### **Cloud storage and cloud applications**

We appreciate that employees may sometimes need access to work outside of the office from home, mobile devices or school equipment on the road. However, *work information should never be stored or shared to personal cloud accounts or applications, such as iCloud, Box, Dropbox, Microsoft OneDrive, etc.*

Should you need to store or backup data online NUCS will maintain a google drive account that will be maintained and monitored by the School Director or designee.

### **Physical storage devices**

Storing work data on physical devices, including but not limited to USB drives, memory cards, CD or external hard drives, must be pre-approved School Director or designee.

- Employees of NUCS must only use devices provided by the school unless otherwise given permission.
- NEVER use or even plug in a USB drive that you have found or been given as a promotional item. These devices may contain hidden malware or viruses.
- Lost or stolen devices must be reported to IT immediately to help ensure their safe return and prevent a data leak.

### **Social media for work data**

Work data or information must never be shared over personal social media accounts such as Facebook, LinkedIn, Google Plus, etc.

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

## **E-39 Reimbursement Policy**

Adopted 10/14/2021

NUCS shall reimburse employees for all reasonable and documented expenses they incur in carrying out their job duties. It is the policy of NUCS to allow employees to submit reimbursement forms on a monthly basis.

A pre-approval form must be submitted and approved prior to the purchase of anything for which reimbursement is sought. Reimbursements must be pre-approved by the School Director or designee at least two (2) days prior to purchase. Any reimbursement received without an active pre-approval form in place will require administrative review and approval before payment. Reimbursement forms must be submitted with the original receipt of purchase. Reimbursements must be submitted by July 15<sup>th</sup> each school year.

**PLEASE NOTE: ONLY EMPLOYEES ARE ELIGIBLE FOR REIMBURSEMENTS.**

## **E-40 Mileage Reimbursement Policy**

Adopted 10/14/2021

It is the policy of NUCS to offer educational services to any student who resides within the counties our schools operate and to reimburse employees for mileage on a per mile basis for an employee's use of their own personal vehicle. The per mile reimbursement amount will be the standard mileage rate as determined by the Internal Revenue Service.

### **Please note the following:**

- All employees requesting mileage reimbursement are required to furnish the School Director with information containing the destination of each trip and a map printout of the route, its purpose and the miles driven, parking fees, and tolls. Original receipts must be included when available (e.g., tolls, parking fees, etc.). Requests for mileage reimbursement must be submitted within one (1) month of the travel date.
- Commute mileage is not eligible for reimbursement.

**PLEASE NOTE: REIMBURSEMENTS FOR MILEAGE MUST RECEIVE PRIOR ADMINISTRATIVE APPROVAL.**



## **E-41 Home Visits Policy**

Adopted 10/14/2021

It is the policy of NUCS to allow employees and contracted personnel or any representative of NUCS to go to a student's home to provide instruction and to complete the required Learning Record meeting, as needed. Home visits are at the complete discretion of the employees and contracted personnel.

There must be someone over the age of twenty-five (25) present in the home to supervise the visit with the student. If the student is home alone or with an under-age person, the learning record meeting must be rescheduled for a time when adequate supervision is available.

In lieu of a home visit, a meeting can be scheduled at a school resource center or a neutral public location, such as a library or restaurant in alignment with the terms of each student's master agreement.

NUCS values the safety and well-being of their employees so the following guidelines must be followed:

### **Scheduling the Visit Guidelines:**

When contacting the parent/guardian to schedule a visit with the student, ask questions that could impact your visit such as:

- Are there dogs? Are the dogs contained in a fenced area? Determine if there are dogs or other animals present and if so, that they will be in a secured, fenced area before you arrive.
- Are there any specific circumstances that you need to be aware of before arriving (dirt driveway conditions, smokers in the home, illness or other medical conditions with family members that may affect your meeting with the student)?
- Does anyone in the household have COVID-19 symptoms, is anyone in your household currently in a quarantine/isolation period due to COVID-19 exposure or has anyone in the household tested positive for COVID-19 within the past fourteen (14) days?
- When meeting a student in a private setting, notify Julie Smith, Regional Director at [jsmith@nucharters.org](mailto:jsmith@nucharters.org) of your scheduled visit, and the address of where you will be going. Verify that someone will check if you do not return when scheduled.
- If you have a cell phone, have it with you during the visit.
- Are there firearms in the home? Are they locked in a safe or similar locking container?

**PLEASE NOTE: ALL EXPECTATIONS AS DESCRIBED IN THE PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY REMAIN IN EFFECT DURING HOME VISITS.**

## **E-42      Tutoring/Vendor Services Policy**

Adopted 10/14/2021

NUCS knows it is important to create quality opportunities for its students. It is the responsibility of the teacher to counsel their families to identify the type of vending/tutoring services that will best improve each individual student's education.

Outside vendors will only be used when the service that is being provided is not a service that School employees can provide (e.g., swim lessons, music lessons, specialized physical fitness programs like karate, dance etc.). Outside vendors must be pre-approved by NUCS to ensure that all have been fingerprinted and received background clearance through the Department of Justice in accordance with Education Code Section 45125.1, to ensure TB testing and clearance as applicable, and to ensure that facilities where vendors operate are reviewed against California's Megan's law website for the presence of registered sex offenders.

Teachers who work at a learning center and are receiving a salary cannot submit for tutoring or small group instruction. Teachers cannot be paid as a vendor for tutoring their own children.

Small group instruction will be defined as any class with three (3) or more students actively enrolled. Any class that drops below three (3) students will be considered tutoring and the pay will reflect the change.

**PLEASE NOTE: ANY EXCEPTIONS TO THIS POLICY MUST BE APPROVED BY THE SCHOOL DIRECTOR OR DESIGNEE**

## **E-43      Teacher/Vendor Relationship Policy**

Adopted 10/14/2021

NUCS teachers have the responsibility to oversee all direct instruction of their students. This includes assigning course work, assessments, collection of student work samples, grade determinations, overseeing vendors and tutors who work with their students, and the writing and submission of learning records.

Tutors and/or vendors working with individual students and/or small groups shall submit all work completed by the students to the teacher of record for final grading determination.

The grade given to each student shall be the grade determined by the teacher of record and the determination of the student's grade by the teacher, in the absence of clerical or mechanical error, fraud, bad faith, or incompetency, shall be final.

The School Director or designee shall not order a pupil's grade to be changed unless the teacher who determined such grade is, to the extent practicable, given the opportunity to state orally, in writing, or both, the reasons for which such grade was given and is, to the extent practicable, included in all discussions relating to the changing of such grade.

## **E-44      Learning Records Policy**

Adopted 10/14/2021

NUCS has ten (10) learning periods in each school year equaling 180 school days. It is the policy of NUCS to receive learning records for every student enrolled in each learning period. Learning records are due ten (10) working days after the end of the learning period.

### **Please be aware of the following penalties for habitually late Learning Records and paperwork:**

- Teachers will receive a warning after paperwork is one (1) month late. If not corrected within the next learning period, or if additional paperwork is one month late, administration will be informed and the teacher will not be allowed to enroll any additional students or transfer students from another teacher until all paperwork is completely caught up and the teacher has successfully turned in paperwork on time for an additional month.
- Teachers, who are two months behind on turning in their learning records, will be required to drop their student load down, by five student increments, even if they have twenty-five (25) or fewer students. They will be notified in writing of this by the Superintendent or designee.
- Teachers with delinquent paperwork (learning records, portfolios, report cards, enrollment packets, student agreements and any other mandatory paperwork) will not be permitted to enroll new students.

Further infractions of late paperwork will result in the teacher being placed on an improvement plan. This will include a mandatory meeting with the School Director or designee and a plan put in place, stating the reasons and duration of the plan, and corrective actions that need to be taken. This will be placed in their employee file.

## E-45 Portfolio Requirements Policy

Adopted 10/14/2021

All Northern United Charter Schools' teachers are required to maintain and submit portfolios for every student that is or has been enrolled with them. This includes dropped students. The requirements for submitting portfolios are as follows:

### Elementary Portfolios

All Elementary Portfolios are due with Learning Period seven (7) learning records.

Portfolios need to include the following:

- Portfolio checklist
- Work Samples for both semesters, clasped together by semester, in the order of the checklist. Samples must show work done by the student that is appropriate for each academic subject. PE and other electives may have a photograph of activity, but there must be a signed log sheet or brief description of the photo to be acceptable.
- These items go into an unclasped 9 x 12 manila envelope with proper labeling:
  1. Name of School
  2. Student Name, grade, student number
  3. Teacher Name and management code
  4. Spring or Fall semester—year

### High School Portfolios

All high school portfolios are due within ten (10) working days after the end of each semester.

**All High School Portfolios MUST contain the following (in the same order):**

- Current school pathways course schedule with correct classes and number of credits
- Report Card with grades, course titles which match the course schedule, growth area, and credits earned
- Copy of final learning record with all subjects and # of credits
- Portfolio checklist with all current classes listed
- One sample of work for each high school course
- Samples, Portfolio Checklist, and Report cards must all be in the same order.
- These items go into an unclasped 9 x 12 manila envelope with proper labeling:
  1. Name of School
  2. Student Name, grade, student number
  3. Teacher Name and management code
  4. Spring or Fall semester—year

### Please note:

Elective courses require work samples or a signed (by parent), specific log sheet describing what was done during each session for one learning period.

PE work samples must be in the form of a worksheet or a detailed written paragraph about the subject or activity.

Driver's Education classes will require a work sample of coursework completed.

English courses require an essay as a work sample.

History courses require an essay or test as a work sample.

### Drop Portfolios:

Drop portfolios for all dropped students are due within five (5) working days of the drop date, meeting the same requirements as above.

If the student was enrolled for two (2) weeks or less, then a minimum of two (2) work samples will need to be in the drop portfolio. Please include a copy of the drop form.

## **E-46 Driver Criteria and Eligibility Policy**

Adopted 10/14/2021

Only approved employees of Northern United Charter Schools will be allowed to drive school vehicles.

All employees of Northern United Charter Schools shall be required to submit a vehicle request form prior to the use of any school vehicle.

The school reserves the right to refuse an employee authorization to operate a vehicle on school business or be reimbursed mileage if the individual is determined to be a negligent operator or fails to maintain a valid California driver's license.

The school shall maintain a list of approved employees who are authorized to operate school vehicles or to operate private vehicles on school business (including field trips). The school shall maintain a list of approved volunteers who are authorized to operate private vehicles on school business (including field trips).

No student may drive him/herself without written permission from a parent/guardian. Written permission must be on file with the school prior to the event. No student may ever drive another student (sibling excepted).

A "school vehicle" is defined as a motor vehicle owned by Northern United Charter Schools and used for the purpose of moving or propelling any person or property upon a highway for school business.

Application and enforcement of this policy shall be on a retroactive basis for volunteers, but not for employees; i.e. volunteers may lose their driving privileges immediately upon policy enactment based on their driving record over the prior five years, but enforcement relative to employees (other than for voluntary driving not related to their job) shall be based on points earned after policy enactment.

### **Procedures for Drivers**

#### **Employees Driving a School Vehicle or Personal Vehicle for School Business**

In order to drive a school vehicle or personal vehicle for school business, the following documents must be on file with the Field Trip Coordinator prior to use of a school vehicle:

- a. Copy of the driver's valid California driver's license
- b. Copy of the driver's car insurance policy declaration page (showing amounts of coverage)
- c. Current copy of driving record

#### **Volunteers Driving a Personal Vehicle for a Field Trip**

In order to volunteer to drive on a school related field trip all volunteer drivers shall complete and submit to the Field Trip Coordinator the following items:

- a. Copy of the driver's valid California driver's license
- b. Copy of the driver's car insurance policy declaration page (showing amounts of coverage)
- c. Current copy of driving record

**Criteria to Determine Eligibility of Drivers**

For school purposes, a driver is considered a negligent operator of a motor vehicle with a status 1, 2 or 3 when the driving record shows the following point count within the specified period of time (See Chart A):

<b>Chart A</b>	Status 1	Status 2	Status 3
Number of Points Within	<b>Employee Driving Vehicle Without Student Passengers</b>	<b>Employee Driving Vehicle With Students</b>	<b>Volunteer Driving With Students</b>
12 Mo.	4 Pts.	3 Pts.	
24 Mo.	6 Pts.	4 Pts.	
36 Mo.	8 Pts.	4 Pts.	2 Pts.
48 Mo.		5 Pts.	3 Pts.
60 Mo.			4 Pts.

Employees or volunteers with the following charges within the specified timeframe may not operate a school vehicle or a private vehicle with students (See Chart B):

- (1) Reckless driving
- (2) Hitting an unattended vehicle without notifying the owner
- (3) Causing property damage, injury, or death by hit-and-run driving
- (4) Manslaughter involving a vehicle
- (5) Causing injury or death with a vehicle while evading a peace officer
- (6) Driving on the wrong side of a divided highway
- (7) Speed contest or exhibition of speed
- (8) Illegal transport of explosives
- (9) Driving under the influence of liquor and/or any drug



<b>Chart B</b>	Status 1	Status 2	Status 3
Any violation listed in 2 (1)-(9) within	<b>Employee Driving Vehicle Without Student Passengers</b>	<b>Employee Driving Vehicle With Students</b>	<b>Volunteer Driving With Students</b>
12 Mo.	XXX		
36 Mo.		XXX	
60 Mo.			XXX

The school reserves the right to refuse an employee or volunteer authorization to operate a school vehicle, or to refuse any individual authorization to operate a private vehicle for school business, if the individual is determined to be a negligent operator in accordance with Status 2 above or fails to maintain a valid California Class A, B or C driver's license.

- a. Employees deemed to be negligent operators of Status 1 may not operate school vehicles or their personal vehicles on school business, even if there are no passengers.
- b. Employees deemed to be negligent operators of Status 2 may not transport students in school or personal vehicles on school business, including field trips, but could still operate a school or personal vehicle without student passengers unless they also qualify as negligent under the Status 1 criteria.
- c. Volunteers (including employees outside their normal work day and work duties) deemed to be negligent operators of Status 3 may not operate a school or personal vehicle on school business with student passengers.

**Process to Appeal**

If a volunteer driver's total point count exceeds the allowable limit due to an accident which the volunteer feels was not his/her fault, an appeal not to consider the accident (not to charge a point against their record) may be filed with the Director of Transportation. It shall be the volunteer's responsibility to supply a copy of the traffic accident report or insurance company report with the appeal. The Director's decision is final. If the driver is an employee, the appeal shall be to the district Driver Policy Committee, which is further defined below.

If an employee disagrees with a "negligent operator" determination based on the above criteria, he/she may appeal the decision to the School Driver Committee. The Committee shall be comprised as follows:

- a. School Director
- b. Regional Director
- c. Director of Transportation

The Committee shall review appeals by employees and a reversal of a "negligent operator" determination can only be made by vote of a majority of the Commit

## **E-47 Equipment Management Policy**

Adopted 10/14/2021

The School's equipment shall be used primarily for educational purposes and/or to conduct school business. The Director or designee shall ensure that all employees, students, and other users understand the appropriate use of School equipment and that any misuse may be cause for disciplinary action or loss of user privilege.

School-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt School operations.

The Director or designee shall approve the transfer of any School equipment from one work site to another and the removal of any School equipment for off-site use. When any equipment is taken off site, the borrower is responsible for its safe return and shall be fully liable for any loss or damage.

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Director or designee or applicable Board policy.

The Director or designee shall maintain an inventory of all equipment currently valued in excess of \$500.

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with applicable law.

## **E-48      Telework Policy**

Adopted 10/14/2021

NUCS (the “School”) recognizes that approved teleworking can be an effective work arrangement while schools are closed due to the ongoing coronavirus (“COVID-19”) pandemic. NUCS recognizes it can, in some cases, also be effective during normal operating times. This policy details conditions and requirements which apply to all telework assignments.

### **Definition**

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

### **General Requirements**

Employees shall not telework unless they receive advance approval from the School Director or designee. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

### **Eligibility Considerations**

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. The School Director or designee will consider the following eligibility factors:

- The employee has a position where effective communication can be accommodated electronically.
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School.
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality.

- The employee's equipment and software must meet the School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal.
- Telework sites must be in California unless the employee's home residence is located in another state.
- The employee must be effective at working independently for extended periods of time.
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines.
- The employee must maintain connections with work groups or teams from their remote work location.
- The employee has no recent or pending corrective or disciplinary actions.

### **Supervisor Responsibilities**

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines
- Conduct remote supervision
- Understand the technology and tools necessary for successful remote supervision
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

### **Communication and Accessibility**

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other School stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, School stakeholders, and the School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must give their telework schedule to their supervisor, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

### **Safety**

The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately

report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

### **Supplies, Equipment, and Furniture**

The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by--case basis. The School will not provide office furniture for the workspace at home.

Necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees must agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property. Upon cessation of a telework assignment, all School property must be returned to the School.

Necessary technology that is not available (e.g., cell phones for non-managers, internet equipment and connections) shall be supplied by the employee as approved by the School. All technology supplied by the employee shall be maintained by the employee. The School accepts no responsibility for damage or repairs to employee-owned equipment. Employees who supply personal technology for School-related use shall be eligible for reimbursement for the use of their technology pursuant to the "Reimbursement" section below.

### **Information Security and Confidentiality**

Employees must never provide any third parties access to the School online platforms or share access passwords and must comply with all policies and procedures related to information security.

Consistent with the School's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and confidential, away from the presence of family members or guests. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of School materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

### **Performance Standards**

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to

determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

### **Professional Boundaries**

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Staff /Student Interaction" section of the NUCS Staff Handbook, as well as teleworking specific professional boundaries summarized below:

- Limit communications with students to issues involving School activities or classes only;
- Ensure professional communications with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and
- Continue to comply with any and all School policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

### **Evaluation and Duration**

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible.

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.8 Approval of the MOU between NU-HCS and 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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## **School Director**

*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.

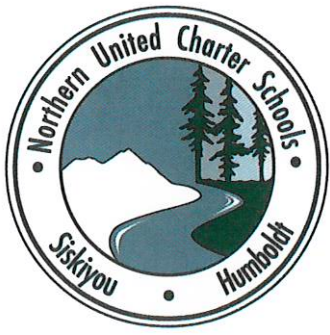
Both NU-HCS and NU-SCS will invoice each other two times a year once by December 10, 2021 and the other by May 10, 2022. The contracted services invoice shall include the appropriate salary percentage of the employee's FTE and applicable payroll benefits (PERS, STRS, FICA, Medicare, Alternate Retirement, 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

*Learning Today, Leading Tomorrow*

2120 Campton Rd, Suite H  
 Eureka, California 95503  
 Ph#: 707/445-2660  
 Fax#: 707/445-2430  
 nuarters.org

## 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



# Northern United Charter Schools

*Learning Today, Leading Tomorrow*

2120 Campton Rd, Suite H  
Eureka, California 95503  
Ph#: 707/445-2660  
Fax#: 707/445-2430  
nucharters.org

## 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:**

4.9 Approval of the Food Services Agreement between NU-HCS and Beginnings Inc.

**Action Requested:**

Approval

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

Northern United - Humboldt Charter School will contract with Beginnings, Inc. as a vendor to provide nutritionally adequate meals to our students who attend at the Briceland Learning Center. See the attached contract.

**Fiscal Implications:**

About \$59,095.75 per year

\$2.50 per breakfast meal

\$4.75 per lunch meal

Approximately 57 students

**Contact Person/s:** Shari Lovett, Abby Armstrong

**BEGINNINGS, INC.**  
**NORTHERN UNITED HUMBOLDT CHARTER SCHOOL**  
**VENDOR AGREEMENT FOR FOOD SERVICE**

This agreement, executed in duplicate, entered into on August 30, 2021, between Beginnings Inc. and the Northern United Humboldt Charter School hereinafter referred to as NUHCS is made for the purpose of preparing meals which meet the National School Lunch meal pattern requirements. It is hereby agreed that:

1. Beginnings Inc. shall prepare meals which meet the National School Lunch Program meal pattern requirements. Meals must comply with the nutritional standards for meals as established by the United States Department of Agriculture (USDA).
2. Beginnings Inc. shall maintain all necessary records on the nutritional components and quantities of the meals served and make said records available for inspection by State and Federal authorities upon request.
3. Beginnings Inc. shall prepare the meals in their commercial kitchen located on site at 5 Cemetery Rd. Briceland, CA. This site shall maintain the appropriate state and local health certifications for the facility.
4. NUHCS shall pay Beginnings Inc. \$2.50 for each breakfast served and \$4.75 for each lunch served. The cost of milk is included in the price of the meal.
5. Beginnings Inc. will be responsible for the collection of monies owed to Northern United – Humboldt Charter School for lunches from the families who are either not eligible for free or reduced meals or who are eligible for reduced meals. The cost of the meals for families will be:

Reduced lunch charge:	.40
Fully paid lunch charge:	\$4.75

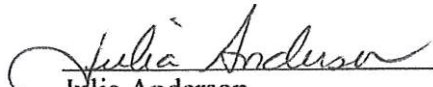
NUHCS will invoice Beginnings Inc. by the 10<sup>th</sup> of the month following the month when meals were served. Beginnings Inc. will pay the invoice by the 25<sup>th</sup> of each month.

The families will not be charged for breakfast.

6. Beginnings Inc. shall provide all personnel necessary to receive serve and supervise the consumption of the meals. NUHCS shall provide personnel for meal tracking and supervision of kitchen staff.
7. Beginnings, Inc. shall be responsible for the condition or care of said meals. Beginnings, Inc. shall be responsible for maintaining the proper temperature of the meal components until they are consumed.

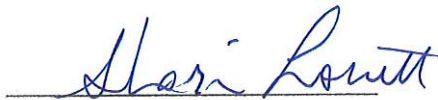
8. Beginnings, Inc. shall provide NUHCS no later than one week prior to the end of each month a monthly menu covering the meals to be served for the following month.
9. Beginnings, Inc. shall submit to NUHCS itemized invoices for the meals prepared by Beginnings, Inc. on the 5<sup>th</sup> day of each month. NUHCS shall submit payment to Beginnings, Inc. in such form as required by Beginnings, Inc. on or before the 30<sup>th</sup> day of the following month.
10. When requested, Beginnings Inc. shall provide students with sack lunches for field trips which meet the National School Lunch Program meal pattern requirements. The cost per sack lunch shall remain the same as for the regular lunches.
11. The gift or exchange of commodities is not permitted. Until students are served a meal all food remains the property of Beginnings Inc. Beginnings, Inc. shall assume all liability for proper use and protection of commodities assigned to it by NUHCS.
12. Beginnings Inc. shall indemnify and hold NUHCS and its officers, employees and agents harmless from any and all liability, cost or expense arising out of the performance of the agreement.
13. NUHCS and Beginnings Inc. shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals and nondiscrimination. All records maintained by NUHCS and Beginnings Inc. shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulations.
14. NUHCS will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to NUHCS. NUHCS will create and update the eligibility roster and provide current lists to the sites as soon as possible after changes occur.
15. Beginnings Inc. will perform the point of service meal counts. Beginnings Inc. will perform the required daily and monthly edit checks. Beginnings Inc. will ultimately be responsible for meal count and claiming accountability for over-claims identified during a review or audit, and reimburse the State accordingly.
16. Beginnings Inc. will provide meals to the NUHCS that comply with the nutrition standards established by the United States Department of Agriculture for the traditional menu planning option.

The term of this agreement shall be from August 30, 2021 until June 16, 2022 unless terminated by either party upon 15 days written notice with cause or by mutual consent. All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, shall be directed to the Food Service Coordinator, Beginnings, Inc. **This agreement may be modified by mutual consent of both parties.**



Julia Anderson  
Executive Director  
Beginnings Inc.  
(707) 923-3617

08-30-2021  
Date



Shari Lovett  
Director  
Northern United Humboldt Charter School  
(707) 445-2660

8/30/2021  
Date

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.10 Approval of MOU between SCOE and NU-SCS for Social/Emotional Learning Professional Development

**Action Requested:**

Approval

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

Northern United - Siskiyou Charter School agrees to participate in SCOE's social/emotional learning professional development.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Kirk Miller



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Districts and Schools to Ensure Learning for All Students

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SISKIYOU COUNTY OFFICE OF EDUCATION  
AND  
NORTHERN UNITED SISKIYOU CHARTER SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING sets forth the agreement between Siskiyou County Office of Education (SCOE) and Northern United Siskiyou Charter School (DISTRICT) for administration of the **2021/22 Siskiyou Social Emotional Learning (SEL) Initiative**.

NOW, THEREFORE, AGREE to execute specified responsibilities as follows:

***Length of Agreement:*** 2021-2022 School Year

***The SCOE agrees to:***

1. Facilitate monthly **Siskiyou SEL Leadership Team** meetings for DISTRICT employees and representatives from other youth-serving organizations to collaborate on county-wide Siskiyou SEL Initiative.
2. Lead the **2021/22 Siskiyou SEL Community of Practice (CoP)**, which will provide monthly social-emotional professional learning for participating DISTRICT employees.
3. Lead monthly **SEL Site Implementation Team Meetings** for school site teams to collaborate, share best practices and troubleshoot challenges. Provide instructional coaching and support, as requested, for schools committed to implementing and integrating social-emotional learning during the 2021/22 school year.
4. Reimburse involved DISTRICT employee stipends (see attached *Master List of Participants*) for completed participation requirements at the rates listed below:
  - a. Siskiyou SEL Leadership Team member - \$450.00/semester
  - b. Siskiyou SEL Site Implementation Team member - \$800.00/semester
  - c. Siskiyou SEL CoP participant - \$400.00/semester
5. Track District participants and completion of requirements listed above. A Google Form for 2021/22 Siskiyou SEL Initiative participation will be provided to record activities the participant is involved in.
6. SCOE will review the progress of payment of stipends at the end of Fall 2021 (January) and the end of Spring 2022 (June).

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- 7. Reimburse DISTRICT for the stipend costs listed above within 10 working days of receipt of invoice.

**The DISTRICT agrees to:**

- 1. Allow District employees (see attached *Master List of Participants*) to participate in the 2021/22 Siskiyou SEL Initiative activities.
- 2. Upon receiving notification of completion, pay District employee stipend(s) in January for Fall 2021 participation and in June for Spring 2022 participation.
- 3. Pay for any necessary substitute teacher costs associated with 2021/22 Siskiyou SEL Initiative participation.
- 4. Be responsible for all statutory employee and payroll benefits associated with stipends for each participant that completes all of the requirements.
- 5. Invoice SCOE by **February 28, 2022** for Fall 2021 and **June 15, 2022** for Spring 2022 up to a total amount of \$2,500 per participating employee for the stipend cost listed in 4(a,b,c) above. Attach PAY328 form and all supporting documentation.

*This Agreement cannot be changed unless mutually agreed upon in writing by both parties.*

Signed and dated by:

*Allan S Carver*  
80594A9D82B14CE

Allan Carver  
Assistant Superintendent

10/6/2021

Date

DocuSigned by:  
*Shari Lovett*  
35A324685783405

Shari Lovett, Director  
Northern United Siskiyou Charter School

10/6/2021

Date

COUNTY OFFICE USE ONLY			
Business Office Approval	_____	Date Approved	_____
Date Services Completed	_____	Account String	01-9066-0-5800-8640-2100 = \$7,200.00
	Approval		C.Truttman /AC/jc

**MASTER LIST OF PARTICIPATION FOR 2021/22 SCHOOL YEAR**

**Leadership Team Member - \$900 - Fall \$450/Spring \$450**  
**Site Implementation Team Member - \$1600 - Fall \$800/Spring \$800**  
**Siskiyou SEL CoP Member - \$800 - Fall \$400/Spring \$400**

**Northern United Charter**

Site Implementation - Colleen Allen

Site Implementation - Robert Bray

CoP - Janna Churchill-Bos

CoP - Donnie Allen

CoP - Leslie Bandi

CoP - Elizabeth Clause

CoP - Vivien Hastert

CoP - Kirk Miller

CoP - Kate O'Brien

**Scott Valley Unified School District**

Leadership Team - Regina Hanna

Site Implementation - Cheryl Horvath

Site Implementation - Anna Miles

Site Implementation - Joy Isbell

Site Implementation - Anne Hilton

Site Implementation - Michelene Miglis

Site Implementation - Charmain Mortenson

Site Implementation - Raylene Lang

Site Implementation - Tana Piersall

Site Implementation - Genevieve Markussen

Site Implementation - Regina Hanna

CoP - Maria Berry

CoP - Susan Rickey

CoP - Lisa Theofanides

CoP - Christi Boudro (C)

CoP - Brit March

**Seiad Elementary**

Laura Jaffe-Stender

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.11 Approval of MOU between SCOE and NU-SCS for History/Social Science Community of Practice

**Action Requested:**

Approval

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

Northern United - Siskiyou Charter School agrees to participate in SCOE's History/Social Science professional development.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Kirk Miller

Providing Education Leadership, Resources and Services to  
Districts and Schools to Ensure Learning for All Students

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SISKIYOU COUNTY OFFICE OF EDUCATION  
AND  
NORTHERN UNITED SISKIYOU CHARTER SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING sets forth the agreement between Siskiyou County Office of Education (SCOE) and Northern United Siskiyou Charter School (DISTRICT) for the participating teacher(s) listed below to attend the 2021/2022 History/Social Studies Community of Practice (H/SS CoP), a professional learning collaborative for school personnel.

NOW, THEREFORE, AGREE to execute specified responsibilities as follows:

- **Length of Agreement:** September 20, 2021 - December 6, 2021
- **The SCOE agrees to:**
  - a. Reimburse DISTRICT (within 10 working days of receipt of invoice) \$250.00 per teacher to participate in the History/Social Studies Community of Practice:
    - September 20, 2021 - 1.5 hour mandatory Zoom meeting
    - October 25, 2021 - 1.5 hour mandatory Zoom meeting
    - December 6, 2021 - 1.5 hour mandatory Zoom meeting
- **The DISTRICT agrees to:**
  - a. Allow Andrea Marchyok to participate in the History/Social Studies Community of Practice:
    - September 20, 2021 - 1.5 hour mandatory Zoom meeting
    - October 25, 2021 - 1.5 hour mandatory Zoom meeting
    - December 6, 2021 - 1.5 hour mandatory Zoom meeting
  - b. Pay teacher/staff stipend in January 2022 (\$250) to the above-named teacher(s)/staff member.
  - c. Be responsible for all statutory employee and payroll benefits associated with the stipends for the above-named teacher(s)/staff.
  - d. Invoice SCOE by January 14, 2022, for the teacher stipend cost of \$250 per teacher. Attach PAY328 with appropriate backup documentation to the invoice.

609 South Gold Street

**Siskiyou County Office of Education**

Yreka, CA 96097

Providing Education Leadership, Resources and Services to  
Districts and Schools to Ensure Learning for All Students

- e. Support teacher involvement and participation in the H/SS CoP meetings and activities.

This Agreement cannot be changed unless mutually agreed upon in writing by both parties.

Signed and dated by Authorized Representative:

DocuSigned by:  
  
 Kermith R. Walters  
 County Superintendent

DocuSigned by:  
  
 Shari Lovett, Director  
 Northern United Siskiyou Charter School

9/22/2021  
 \_\_\_\_\_  
 Date

9/23/2021  
 \_\_\_\_\_  
 Date

COUNTY OFFICE USE ONLY			
Business Office Approval	_____	Date Approved	_____
Date Services Completed	_____	Approval	_____ Account String \$250.00 C. Truttman/AC/jc

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.12 Approval of MOU between SCOE and NU-SCS for CALI Reads Project.

**Action Requested:**

Approval

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

Northern United - Siskiyou Charter School agrees to participate in SCOE's CALI Reads project professional development.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Kirk Miller

Providing Education Leadership, Resources and Services to  
Districts and Schools to Ensure Learning for All Students

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SISKIYOU COUNTY OFFICE OF EDUCATION  
AND  
NORTHERN UNITED SISKIYOU CHARTER SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING sets forth the agreement between Siskiyou County Office of Education (SCOE) and Northern United Siskiyou Charter School (DISTRICT) for administration of the CALI Reads project.

NOW, THEREFORE, AGREE to execute specified responsibilities as follows:

1. ***Length of Agreement:*** 2021-2022 School Year
2. ***The SCOE agrees to:***
  - a. Provide instructional coaching and support as directed by CALI Reads to the participating DISTRICT employees – Michelle Andras and Andrea Marchyok.
  - b. Reimburse involved DISTRICT employee stipends up to \$1,850.00 per employee for completed participation requirements (per semester) at the rates listed below:
    - Literacy Training (10 hours) - \$600
    - Virtual Regional Workshop (8 hours) - \$200
    - Site Implementation Team (SIT) Participant (8-12 hours) - \$300
    - Family Literacy Workshop (FLW) Organizer (6 hours) - \$250
    - Administrator Stipend (10 hours) - \$500  
(Available to administrators with two or more educators participating)
  - c. Track DISTRICT participants and completion of requirements listed above. A Google Form for CALI Reads participation will be provided to record which activities participant is involved in.
  - d. SCOE will review progress for payment of stipends at the end of the fall semester (January) and spring semester (June).
  - e. Reimburse DISTRICT for the stipend costs listed above in February and June.
3. ***The DISTRICT agrees to:***
  - a. Notify SCOE of participants and which participation options listed above they will complete for the fall and spring semesters. Record participant activities on the Google Form provided by SCOE.



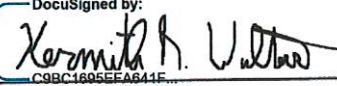
609 South Gold Street **Siskiyou County Office of Education** Yreka, CA 96097

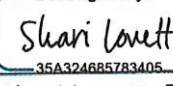
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- b. Notify Julie May at the SCOE of any changes of participants and participation options within 5 days of the change in the DISTRICT. (Update Google Form for CALI Reads participation.)
- c. Communicate consistently with Julie May as the CALI Reads Lead regarding all aspects of participation.
- d. Pay participant stipend cost in February (fall semester) and June (spring semester) after receiving notification of completion from SCOE.
- e. Pay for any necessary substitute teacher costs associated with CALI Reads participation.
- f. Be responsible for all statutory employee and payroll benefits associated with the stipends for each participant (listed in 2(b)) that completes all the requirements.
- g. Invoice SCOE by February 15, 2022 (fall semester) and June 3, 2022 (spring semester) up to a total amount of \$1,850.00 per participating employee for the stipend costs listed in 2(b). Attach PAY 328 form and all supporting documents.

*This Agreement cannot be changed unless mutually agreed upon in writing by both parties.*

Signed and dated by Authorized Representatives:

DocuSigned by:  
  
 Kermith R. Walters  
 County Superintendent *DP*  
 9/22/2021  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
 Shari Lovett, Director  
 Northern United Siskiyou Charter School  
 9/23/2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_, District Business Office Personnel  
(Initial)

COUNTY OFFICE USE ONLY			
Business Office Approval	_____	Date Approved	_____
Date Services Completed	_____	Approval	_____ Account String \$3,700.00 A.Carver /DP/jc

**Agenda Item 5.**  
**DISCUSSION ITEMS**

**Subject:**

5.1 Student Services Policy Handbook (first reading)

**Action Requested:**

Review

**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. This is a first reading and they will be on the agenda as an action item at the November board meeting.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett

# Northern United Charter Schools

## Student Policy Handbook



**First Reading: October 14, 2021**

Adopted [DATE]

**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**

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

In compliance with Education Code Section 215, this policy has been developed in consultation with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies 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 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 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;
  - 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.

## **B. 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 School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students.

Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

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

The content of the education may include:

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

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

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

#### **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 School Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Charter School staff may receive assistance from the Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

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

1. Contact the parent/guardian and offer support to the family.

2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

### **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 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:

- a. Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”);
  - b. Placement tests that are aligned to state-adopted content standards in mathematics;
  - c. Recommendation, if available, of each student’s 8th grade mathematics teacher based on classroom assignments and grades;
  - d. Recommendation, if any, of each student’s 9th grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
  - e. Final grade in mathematics on the student’s official, end of the year 8th grade report card;
  - f. Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year as described in Section 2, below.
2. 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.
  3. The 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.
  4. 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. A parent/legal guardian of any 9th grade student may submit a written request to the School Director, or designee, that:
    - i. 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.
    - ii. Requests that the student retake the placement test, in which case the School Director or designee will attempt to facilitate the retest within two (2) weeks.
    - iii. Requests that the student retake the 8th grade end of course final mathematics assessment, in which case the School Director or designee will attempt to facilitate the retest within two (2) weeks.
    - iv. Requests reconsideration of the student's mathematics placement based on objective academic measures. Within five (5) school days of receipt, the 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.
  - b. Notwithstanding the foregoing, if the School Director or designee requires additional time to respond to a parent/legal guardian's request, the School Director or designee will provide a written response indicating that additional time is needed. In no event shall the School Director's or designee's response time exceed one (1) month.
  - c. If, after reconsideration of the student's mathematics placement by the School Director or designee, the parent/legal guardian is dissatisfied with the student's mathematics placement, the parent/legal guardian may choose to sign a voluntary waiver requesting that the student be placed in another mathematics course against the professional recommendation of the School Director or designee, acknowledging and accepting responsibility for this placement.
5. Northern United Charter Schools shall ensure that this mathematics placement policy is posted on its website.
  6. This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code Section 51224.7.

## **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.<sup>1</sup> Students are expected to follow safe practices when using Charter School technology.

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<sup>1</sup> "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 schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- 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.

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.

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- An act of cyber sexual bullying. The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.



## 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](http://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 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**

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.

## **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) 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) 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) 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) to request a hearing that follows the same procedures as Northern United Charter Schools' disciplinary hearing. Parent(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) 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 disenrolled, 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 disenroll 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 & office supplies adequate for learning basic course skills (non-professional or school grade only).
- Enough basic raw materials (not top-of-the-line) for learning basic course skills in one learning record documented educational project: fabrics, wood, yarn enough for one project, (Exception: no food purchases allowed) (Teachers are responsible for monitoring quantities of items purchased).
- Art supplies that are of student grade only (non-professional supplies).
- Basic equipment (not top-of-the-line) for documented learning as needed by student: sewing machine, cassettes players, manipulatives, cameras, tools (not power tools).

#### **The following types of items are not acceptable:**

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

**Materials must not be sectarian nor denominational.**

#### **The following types of items are strictly prohibited:**

- Religious materials of any type: Books, CD- ROMS, CDs, Videos, Cassettes, Tapes, Posters, etc.
- Materials must not expose teachers, students or staff to any dangerous materials or serious injury.**

**The following types of items are strictly prohibited:**

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

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

**All requests for the use of instructional funds will be reviewed by 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:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be (1) fingerprinted and (2) receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
2. A volunteer shall also have on file with 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.
3. Volunteering must be arranged with a teacher and School Director or designee, at least forty-eight (48) hours in advance.
4. A volunteer may not volunteer in the classroom for more than three (3) hours per month.
5. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to

benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aid the volunteer may leave their volunteer position for that day.

6. Information gained by volunteers regarding students (e.g., academic performance or behavior) is to be maintained in strict confidentiality.
7. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of registering and signing out of the campus at the main office as indicated below.
8. Volunteer hours are applied to the non-mandatory 20 hours of volunteering requested pursuant to Northern United Charter Schools' charter petition.
9. 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**

1. Visits during school hours should first be arranged with the teacher and School Director or designee, at least forty-eight (48) hours in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least forty-eight (48) hours in advance. Parents/guardians seeking to visit a classroom during school hours must first obtain the approval of the teacher and the School Director or designee.
2. All visitors (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.
3. 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.

4. 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](mailto:BCJ@doj.ca.gov), will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

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

5. Except for unusual circumstances, approved by the School Director, visits should not exceed approximately sixty (60) minutes in length and may not occur more than twice per semester.
6. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the teacher and School Director's written permission.
7. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log Book in the main office.
8. The School Director, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.
9. The 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.
10. The School Director or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt 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.

11. The School Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, the School Director or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.
12. Any visitor that is denied registration or has his/her registration revoked may request a conference with the School Director. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the School Director with fourteen (14) days of the denial or revocation of consent. The School Director shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with the School Director shall be held within seven (7) days after the School Director receives the request. If no resolution can be agreed upon, the School Director shall forward notice of the complaint to the 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.
13. At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the School Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this policy.
14. The School Director or designee may seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

### **Penalties**

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, 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.
2. 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**

Unsalariated 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:

- 1) There must be someone over the age of twenty-five (25) present in the home to supervise the visit with the student. If the student is home alone or with an under-age person, the meeting must be rescheduled for a time when adequate supervision is available.
- 2) 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.
- 3) 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.
- 4) 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 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 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:

1. The proposed field trip or cultural excursion relates to the Charter School's educational objectives
2. The correct ratio of adult to students is met for supervision of the activity
3. A means of transportation to and from the activity is arranged
4. 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 resource center in Cutten for approval at least one week prior to the day of departure. Overnight field trips and field trips out of the county or state must have Board approval. Requests to the Board must be submitted a minimum of thirty (30) days prior to the next regularly scheduled Board meeting and must include a complete itinerary of the trip, drivers, and waiver forms.
- A list of chaperones must be submitted to the charter office **PRIOR** to departure. Chaperones must be over 21 years of age. The chaperone/student ratio cannot be less than one adult per six students. On overnight field trips more chaperones may be required.

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

## **PERMISSION SLIPS**

- Every student must have a completed “blanket” field trip form on file before 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 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.):

1. Students who miss school will receive an unexcused absence.
2. Teachers are not responsible for creating school work ahead of time.
3. Students must make up missed academic work.
4. Northern United Charter Schools has no responsibility to provide travel.
5. 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 the Charter School.
6. If a non-sponsored field trip/excursion is promoted Northern United Charter Schools property, all materials must clearly state that this is a non-sponsored school field trip/activity.
7. No insurance coverage will be provided by Northern United Charter Schools.
8. 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 (1) has consented to assist/administer medication to students and (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:

1. 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
2. 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 (“EpiPen”) or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an EpiPen or inhaled asthma medication if Northern United Charter Schools receives both the appropriate written statements as follows:

1. 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 EpiPen or inhaled asthma medication, and
2. 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 EpiPen 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.

#### **A. Response to Anaphylactic Reaction**

The school nurse or trained personnel who have volunteered may use an EpiPen 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 EpiPen 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 EpiPen 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 EpiPen.

Northern United Charter Schools will distribute an annual notice to all staff describing the request for volunteers who will be trained to administer an EpiPen 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 Charter School 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:

1. Recognition and treatment of hypoglycemia.
2. Administration of glucagon.
3. 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 Charter School employee shall notify the 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:
  - a. Student's name.
  - b. Name of medication the student is required to take.
  - c. Dose of medication.
  - d. Method by which the student is required to take the medication.
  - e. Time the medication is to be taken during the regular school day.
  - f. Date(s) on which the student is required to take the medication.
  - g. Authorized health care provider's name and contact information.
  - h. 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 extended holidays. 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):

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

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

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
2. Homeless students enroll in, and have a full and equal opportunity to succeed at the Northern United Charter Schools.

3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by 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.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Northern United Charter Schools' charter, and Northern United Charter Schools' policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students 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.

## **A. 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 Charter School Director determines that any of the above conditions have been met, the School Director may place the student on a contract to correct the issue for the next thirty (30) calendar days. If the issue has not been corrected at the end of the thirty-day period, the School Director may dismiss the student, subject to the requirements below. If the student has made some progress toward correcting the issue, the School Director may choose to extend the contract for an additional period at his/her discretion. If the student and/or the student's parent/guardian does not agree to such a contract, the School Director may immediately dismiss the student, subject to the requirements below.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform 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).

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

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

## **C. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.



- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

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

following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this 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.
    - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic,

educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- 
- v) A 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).
  - w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the pupil:
    - a) 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.
    - b) Brandished a knife at another person.
    - c) Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
    - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the pupil:
    - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
    - b) Willfully used force or violence upon the person of another, except self-defense.
    - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
    - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or

material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a 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.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face

and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with their academic performance.
    - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this 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.
    - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - u) A 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).
  - v) 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.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other 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.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
  - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

#### **D. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

1. Conference



Suspension shall be preceded, if possible, by a conference conducted by the School Director or the School Director's designee with the student and 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 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.

## 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(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.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the School Director or School Director's designee, the pupil and the pupil's 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.

#### 4. Homework Assignments During Suspension

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

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

#### **E. 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 Board of Directors as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a member of the Charter 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.

#### **F. Expulsion Procedures**

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Northern United Charter Schools' disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### **G. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

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.

- 1) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their to (a) receive five days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2) 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.
- 3) At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- 4) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5) 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.
- 6) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting

the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

- 7) 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.
- 8) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- 9) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have 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.
- 10) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary 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.

## **H. Record of Hearing**

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

## **I. Presentation of Evidence**

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

Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

#### **J. 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.

#### **K. 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.

#### **L. 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.

#### **M. 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.

#### **N. 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.

### **O. 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.

### **P. 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.

### **Q. 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.

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

#### **1. Notification of 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.

#### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and

receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

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

### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

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

#### 5. Special Circumstances

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

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

#### 6. Interim Alternative Educational Setting

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

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

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated 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:

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

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

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

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 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**

### **A. Definitions**

1. **Academic Setting** – the regular, educational environment operated by Northern United Charter Schools.
2. **Individual with a Disability under Section 504** – An individual who:
  - a. has a physical or mental impairment that substantially limits one or more major life activities;
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.
5. **Free Appropriate Public Education (“FAPE”)** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.
7. **Physical or Mental Impairment** –
  - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological;

musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

- b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
8. **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 the Section 504 Coordinator at (707)834-6663.
9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
10. **Is regarded as having an impairment** - means
  - a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that 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.
  - b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

## B. **Referral, Assessment and Evaluation Procedures**

1. 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.
2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another Charter School employee will be forwarded to the Section 504 Coordinator.
3. 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.
4. The 504 Team convened by the Section 504 Coordinator will be composed of the student’s parents/guardians and other persons knowledgeable about the student (such as the student’s regular education teachers), the student’s school history, the student’s individual needs (such as a person knowledgeable about the student’s disabling condition), the meaning of

evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. 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.
9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
9. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

**C. 504 Plan**

1. When a student is identified as 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").
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

3. For each identified 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.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The 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.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student 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.
9. The 504 Plan shall include a schedule for annual review of the student's needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. 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.

**D. Review of the Student's Progress**

1. 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.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

**E. Procedural Safeguards**

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities.

Notifications shall include a statement of their rights to:

- Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to Northern United Charter Schools policy
  - Seek review in federal court if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following Charter School personnel: Mitch Block at (707) 834-6663. Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.
3. The School Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with 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.
4. 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.
5. 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.
6. Within ten (10) calendar days of receiving the parent/guardian's request, the School

Director or designee shall select an impartial hearing officer. These 10 days may be extended for good cause or by mutual agreement of the parent/guardian and School Director.

7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) days may be extended for good cause or by mutual agreement of the parent/guardian and School Director.
8. The parent/guardian and 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.
9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
11. 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.

F. **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.

1. **Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general



education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

2. **Procedural Safeguards/Manifestation Determination**

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

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

If 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:

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

3. **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.

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

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

5. **Interim Alternative Educational Setting**

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

6. **Procedures for Students Not Yet Eligible for Special Education Services**

A student who has not been identified as an individual with disabilities pursuant to the IDEIA and who has violated 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:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to 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.
- b. The parent has requested an evaluation of the child.
- c. 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 IDEIA-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:

1. Have your child take part in and receive benefits from public education programs without discrimination because of their disabling condition.
2. Have Northern United Charter Schools advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have Northern United Charter Schools make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if your child is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEIA).
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by Northern United Charter Schools.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from Northern United Charter Schools to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If 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.
13. Request mediation or file a grievance in accordance with Northern United Charter Schools' Section 504 mediation grievance and hearing procedures, outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to 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.
16. File a formal complaint with the U.S. Department of Education.  
Office for Civil Rights, U.S. Department of Education  
San Francisco Office  
50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)
17. 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:

- a. Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes;
- b. Grades, test scores, courses taken, academic specializations and school activities;
- c. Special education records;
- d. Disciplinary records;
- e. Medical and health records;
- f. Attendance records and records of past schools attended;
- g. Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- a. Records 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;
- b. 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;
- c. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in 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;
- d. Records that only contain information about an individual after the individual is no longer a student at Northern United Charter Schools; or
- e. 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.

## **II. 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.

## **III. 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:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA; and
4. File with the U.S. Department of Education a complaint concerning alleged failures by Northern United Charter Schools to comply with the requirements of FERPA and its promulgated regulations.
5. 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:

- f. The procedure for exercising the right to inspect and review educational records;
- g. The procedure for requesting amendment of records;



- h. 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
- i. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

## **PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the School Director. Within five (5) business days, 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 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 School Director to correct or remove any information in the student's education record that is any of the following:

- (1) Inaccurate;
- (2) Misleading; or
- (3) 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 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 School Director or designee must then inform the parent or eligible student of the amendment in writing. However, the School Director shall not order a pupil's grade to be changed, unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade.

### **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:

- (1) The principal or designee of a public school other than the public school at which the record is on file;
- (2) A certificated Northern United Charter Schools' employee; and
- (3) A parent appointed by the 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 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:

1. Northern United Charter Schools' officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. 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;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for Northern United Charter Schools in accordance with 20 U.S.C. § 1232g(b)(1)(F);
2. Accrediting organizations in order to carry out their accrediting functions;
3. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
4. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or

- eligible student may seek a protective order;
5. Persons who need to know in cases of health and safety emergencies;
  6. State and local authorities, within a juvenile justice system, pursuant to specific State law;
  7. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/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.
  8. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by 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 agendized 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:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of Foster and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. 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.
4. 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:

- a. An expulsion hearing for a discretionary act under Northern United Charter Schools' charter.
  - b. 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.
  - c. 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.
5. 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.
  6. 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.
  7. 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.
  8. 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.
  9. 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:

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

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. 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.
- b. 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 school<sup>2</sup>, 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

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<sup>2</sup> 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.

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.

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 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:

1. 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.
2. 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.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. 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:
  1. The school you attended when you first entered foster care,
  2. The school you most recently attended, or
  3. Any school you attended in the last 15 months that you feel connected to.
- Your school district must work with you, your education rights holder,\* your caregiver, and your social worker/probation officer to develop a plan to transport you to your school of origin.
- If you are transitioning from elementary school to middle school or from middle school to high school, you have the right to transition to the same school as your classmates.
- If there is any disagreement about which school you will attend, you have the right to stay in your school of origin until the disagreement is resolved.

### **2. RIGHT TO IMMEDIATE ENROLLMENT IN SCHOOL**

- You have the right to immediately enroll in your regular home school after you move placements.
- You cannot be forced to attend a continuation school or other alternative education program, such as independent study, even if you are behind in credits or have discipline problems at school.
- You have a right to immediately enroll in school and begin attending classes, even if you do not have the paperwork you would normally need for enrollment (such as birth certificate, transcript, or IEP) or you did not check-out from your previous school.
- Your previous school must send your education records to your new school after you enroll.
- You have the right to participate in any activities available at your new school, such as sports teams, tutoring, or after-school clubs, even if you miss a tryout or sign-up deadline.

### **3. RIGHT TO PARTIAL CREDITS FOR HIGH SCHOOL STUDENTS**

- If you change schools during the school year, you have a right to partial credits in all classes that you are passing when you leave your old school, even if you do not complete the entire class.
- After you change schools, your new school must accept the partial credits issued by your old school.
- After you change schools, you have the right to be enrolled in the same or similar classes you were enrolled in at your last school.
- You cannot be forced to retake a class or part of a class that you have already completed with a passing grade, if it would make you off-track for high school graduation.
- You have the right to take or retake any class that you need to go to a California State University or University of California.
- Your grade cannot be lowered because you were absent from school for a court hearing, placement change, or a court-related activity.

### **4. GRADUATION RIGHTS**

- You have the right to stay in high school for a fifth year to complete your school district graduation requirements, even if you are over 18.

- If you are behind on your credits, and you transferred schools after 10th grade, you may be eligible to graduate under AB 167/216 by completing only the state graduation requirements (130 credits in specific classes) instead of your school district's requirements.
- If you are eligible, the decision of whether to graduate under AB 167/216 is made by your education rights holder.

## **5. COLLEGE RIGHTS**

- You have the right to have the application fee waived when you apply to a community college in California.
- You have the right to receive the maximum amount of federal student aid and you may be eligible for up to \$5,000 per year from the Chafee scholarship.

## **6. SCHOOL DISCIPLINE RIGHTS**

- You cannot be suspended for more than 5 school days in a row or for more than 20 days in a school year.
- You have a right to be told why you are being suspended and the right to provide your version of events and evidence before you are suspended, unless there is an emergency. If the behavior for which you are being suspended could subject you to criminal charges, you should consult with your education rights holder or attorney before providing an oral or written statement to the school or police.
- Your attorney and social worker must be invited to a meeting before your suspension can be extended beyond 5 days and a suspension can only be extended if you are being considered for expulsion.
- You have a right to a formal hearing, and to be represented by an attorney at that hearing, before you are expelled.
- If you are facing a possible expulsion, your attorney and social worker must be notified. If you are in special education, your attorney and social worker must be invited to a meeting to decide whether your behavior was related to your disability.

## **7. RIGHT TO YOUR SCHOOL RECORDS**

- You have the right to access your school records if you are 16 years or older or have finished 10th grade.
- Your social worker/probation officer and education rights holder can access your school records as well.

### **\*Education Rights Holder**

Every foster youth under age 18 must have an education rights holder, who is required to make education decisions in the youth's best interest. Foster youth who are 18 or older have the right to make their own education decisions. Your education rights holder may be your parent or legal guardian, your caregiver, or another person chosen by the court. Your education rights holder cannot be your social worker or probation officer, your attorney, or group home or school staff members. It is important to know who your education rights holder is. If you need information about who your education rights holder is, you can contact your social worker or attorney.

If you believe your education rights have been violated, you can file a complaint. The school has 60 days to investigate and give you a written response. For information about how to file a complaint, see the Uniform Complaint Policy and Procedures.

## **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:

1. Placing a reasonable pupil\* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with the pupil's academic performance.
4. 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:

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

**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.

## **1. Cyberbullying Prevention Procedures**

Northern United Charter Schools advises students:

5. To never share passwords, personal data, or private photos online.
6. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
7. 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.
8. 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.

## **2. Education**

Employees of Northern United Charter Schools 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.

## **3. 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**

### **1. 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:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying 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
- c. 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.

## **2. Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The 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.

### **3. Supportive Measures**

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

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to 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.

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

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of 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.

## **5. Consequences**

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from 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.

## **6. 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.

## **7. 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):

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**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 the Charter School:**

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:

- (1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
- (2) Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - 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
- (3) 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.
  - a. “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.
  - b. “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of

charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
  - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
  - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint 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.
- d. 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.
- e. 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.
- (4) 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 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 School Director, the compliance officer for that case shall be the President of the Northern United Charter Schools' Board of Directors.

#### Notifications

The 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:

1. 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.
2. 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.
3. A statement that Northern United Charter Schools is primarily responsible for compliance with federal and state laws and regulations.
4. 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.
5. A statement identifying title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. 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.
7. 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.
8. 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.



9. 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.
10. 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.
11. 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:

1. The findings of fact based on evidence gathered.
2. 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.

3. 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.
4. 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:

1. Northern United Charter Schools failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Northern United Charter Schools’ Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Northern United Charter Schools’ Decision are not supported by substantial evidence.
4. The legal conclusion in Northern United Charter Schools’ Decision is inconsistent with the law.

5. 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 School Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. 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.
4. A report of any action taken to resolve the complaint.
5. A copy of Northern United Charter Schools' complaint procedures.
6. 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.

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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?

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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 School Director or designee:

1.     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
2.     The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The School Director or designee will then investigate the facts and provide a solution or explanation;
3.     If the complaint is about the School Director, the complainant may file his or her complaint in a signed writing to the 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**

(General Complaints and Complaints by Third Parties against Employees)

This section of the policy is for use when either a complaint does not fall under other complaint procedures or a third party (non-employee) raises a complaint or concern about 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 School Director (or designee) shall abide by the following process:

1. The School Director or designee shall use his or her best efforts to ascertain the facts relating to the complaint. Where applicable, the School Director or designee shall talk with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts.
2. In the event that the School Director (or designee) finds that a complaint is valid, the School Director (or designee) may take appropriate action to resolve the problem. Where the complaint is against an employee of 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.
3. The School Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of the Charter School. 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.

#### **A. 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:

1. 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.
2. 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.

3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. 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 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.

#### B. 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.<sup>3</sup> 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.

#### C. 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.

#### D. 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.

#### E. Organized Demonstrations

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<sup>3</sup> "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.

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.

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.

#### F. 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:

1. The degree and likelihood of harm to Northern United Charter Schools (staff, students, volunteers, and/or property) caused or augured by the expression,
2. Whether it is reasonably foreseeable that the expression would reach and impact Northern United Charter Schools, and
3. 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:

- a. Serious or severe bullying or harassment targeting particular individuals;
- b. Threats aimed at teachers or other students;
- c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- d. Breaches of school security devices.

### **Enforcement**

1. 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.
2. 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.
3. 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.
4. 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 School 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:

1. 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
2. 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 schoolwide 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

3. 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

4. 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

5. 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)

6. 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)

1. 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
2. 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
3. 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.

4. 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

5. If the school wide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available.

6. 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:

(1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement

(2) Frequent reports to parents/guardians on their children's progress

(3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities

(4) Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand

7. 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

8. 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:

1. 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.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the special education program.
5. 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.

6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
7. 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:

1. A special education credential or clinical services credential with a special class authorization.
2. 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.
3. 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**

#### **A. 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:

1. 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.
2. The parent timely and upon request provided Northern United Charter Schools with written consent to exchange information with the examiner.
3. The private evaluation meets all criteria contained in this Policy.
4. The parent timely provided a copy of the written evaluation report and all other documents\tests related to the report.

5. 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.

#### B. 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:

1. Initiate a due process hearing to show that the evaluation, completed by Northern United Charter Schools, is appropriate; or
2. 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:

1. 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.
2. Northern United Charter Schools does not impose conditions or timelines related to obtaining an IEE at public expense.
3. 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.
4. 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.
5. 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.

6. The evaluator must prepare and sign a full evaluation report containing:
  - a. A list of all information/data reviewed.
  - b. A clear explanation of the testing and assessment results.
  - c. 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.
  - d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
  - e. 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:

1. The cost of an assessment provided by a Northern United Charter Schools employee.
2. The cost of an assessment provided by a neighboring local educational agency.
3. 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:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy
2. An increase in premiums or the discontinuance of the policy
3. 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.



## **S-26a            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.

**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 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 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.

## 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.

**Agenda Item 5.**  
**DISCUSSION ITEMS**

**Subject:**

5.2 Plan for NUCS 2021-22 Annual Goals

**Action Requested:**

Review

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

The Board adopts goals each year to help focus administration on priorities for the schools. A plan will be adopted to address the goals. The School Director will update the Board on progress on the goals. Progress on the goals will be used as a basis for the evaluation of the School Director and Regional Directors.

At the September board meeting, the Board selected the 2021-2022 annual goals. Please see the attached plan to address the annual goals.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett



## **Northern United Charter Schools 2021-2022 Annual Goals and Plan**

### **1. Northern United Charter Schools will improve student performance outcomes in all academic areas.**

In order to improve the academic outcomes of students, we have instituted a robust intervention program. This involves assessing each student three times per year. This helps us to identify and address students who are at risk and therefore are in need of Tier 2 supports. We use the STAR Renaissance assessment, as well as the Kindergarten Screening Tool and Core Growth assessments for students in the early grades. Students who are determined to be at risk are given interventions specific to their needs. This may include using intervention curriculum such as IXL or Woot Math, meeting with a tutor, or other additional supports. The newly created Intervention Coordinator oversees this process, in conjunction with the school psychologist and other staff. Additionally, each center and the home-based independent study teachers have all been assigned a Data Champion. This staff member supports all staff in reviewing and analyzing the data from student assessments. Also, a monthly staff meeting will be held at each center in order to review student data with a team approach. Continued professional development is offered to staff in order to hone their skills and further their understanding of student success and we provide bus passes for students to attend a class or to meet with their teacher more frequently.

### **2. Northern United Charter Schools will improve school climate, with emphasis on the social and emotional wellbeing of students, and improve parent/community involvement to promote and cultivate a positive, safe environment for all.**

Due to increased concern about the social and emotional wellbeing of youth, we hired an additional counselor and contracted with HSU to have a counseling intern. With additional counseling support, we are able to offer more one-on-one and small group counseling. Additionally, the counseling staff are holding a weekly Zoom Counseling Corner class to all students who wish to attend. Additional counseling staff and the Intervention Coordinator position has also freed up more time for our school psychologist to participate in our Outdoor Resiliency Building Education (ORBE) program in Humboldt. In Siskiyou, we are again offering the Elevate program. This program teaches youth to offer peer support and leadership skills. We are also contracting with a community organization who offers counseling services to our students. Our staff are participating in professional development specific to social emotional learning. We formed a group of interested staff members, The Branches, with the goal of improving and encouraging parent involvement. This group is offering monthly parent workshops and a monthly parent newsletter, *Family Ties*. Both schools are also actively recruiting parent members of the School Site Council. We instituted a new school messaging platform, Parent Square. Parent Square is used to notify parents, students and staff of any

school-related information. Teachers are also inviting parents and students to utilize the Student and Parent Portal within our school information system, School Pathways. This will allow students and parents to see their grades for each of their assignments and in the course, as well as additional information. We continue to post communications to families on our Facebook pages, too.

**3. Northern United Charter Schools will promote our schools' programs within our school community and promote our schools within the broader community.**

To spread the word about our schools and the programs we offer within our school community and within the broader community we will be promoting our schools in a variety of ways. We will be offering a school shirt sale. We are providing lanyards, tote bags and stickers to parents and staff. We have signs with our school name and logo in yards around the community. We will have booths at community events. We are advertising in print, radio and through banners. We publish a monthly staff newsletter. The Branches group is hosting monthly parent workshops that are open to all parents of independent study students regardless of their school of enrollment. The Branches is also publishing a monthly parent newsletter, *Family Ties*. In Humboldt, we will offer a Star Student in the monthly community newspaper. One week per month, one of our Humboldt staff members is a host on Homework Hotline and she is presenting at the California Math Council to the Far North virtual conference, as well as the annual Aplus conference.

**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 10/8/2021  
NU-Humboldt Charter School - 327  
NU-Siskiyou Charter School - 117

Attendance as of 10/8/2021:  
NU-Humboldt Charter School - 95.99%  
NU-Siskiyou Charter School - N/A

**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	327	316	95.99%	08/30-9/24	117	Not available at this time and will be updated at the time of the meeting.	
09/27-10/22				09/27-10/22			
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

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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/qss/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: 10/08/2021 13:00:42

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance	%used
Beginning balance						
9110 CASH IN COUNTY TREASURY	0.00	76,253.18	187,312.90	0.00	187,312.90	
9209 A/R SET-UP ODD YEARS	0.00	0.00	188,466.97-	0.00	188,466.97-	
9508 USE TAX LIABILITY	0.00	41.77-	41.77-	0.00	41.77-	
9509 ACCOUNTS PAYABLE SET UP-ODD YR	0.00	39,426.54	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 PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9512 PERS PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9513 OASDHI PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9514 H & W PASS THROUGH	0.00	6,151.72	21,783.40	0.00	21,783.40	
9515 SUI PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9516 W/COMP PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9518 MEDICARE PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
TOTAL Beginning balance	0.00	121,789.67	67,159.26	0.00	67,159.26	
Current year revenue						
8011 STATE AID - CURRENT YEAR	1,587,080.00	141,213.00	298,117.00	0.00	1,288,963.00	18.8
8012 EPA REVENUE	27,704.00	6,926.00	6,926.00	0.00	20,778.00	25.0
8290 ALL OTHER FEDERAL REVENUES	199,830.00	8,061.00	8,061.00	0.00	191,769.00	4.0
8560 STATE LOTTERY REVENUE	25,725.00	0.00	0.00	0.00	25,725.00	0.0
8590 ALL OTHER STATE REVENUES	169,050.00	0.00	0.00	0.00	169,050.00	0.0
8660 INTEREST	5,000.00	0.00	0.00	0.00	5,000.00	0.0
8699 ALL OTHER LOCAL REVENUES	30,021.00	23,624.12	23,624.12	0.00	6,396.88	78.7
8792 TF OF APPORT FROM COE	39,145.00	0.00	0.00	0.00	39,145.00	0.0
8980 CONTRIBUTIONS FR UNRESTR REV	0.00	0.00	0.00	0.00	0.00	N/A
TOTAL Current year revenue	2,083,555.00	179,824.12	336,728.12	0.00	1,746,826.88	
*TOTAL Beginning balance + Revenue	2,083,555.00	179,824.12	336,728.12			*
Expense						
1100 CERTIFICATED TEACHERS SALARIES	548,690.00	1,586.44-	35,860.65	384,371.25	128,458.10	76.6
1300 CERTIFICATED SUPERV & ADM SAL	0.00	2,404.58	2,404.58	42,787.44	45,192.02-	N/A
1900 OTHER CERTIFICATED SALARIES	0.00	161.25-	0.00	0.00	0.00	N/A
2100 INSTRUCTIONAL AIDE SALARIES	250.00	0.00	0.00	0.00	250.00	0.0
2200 CLASSIFIED SUPPORT SALARIES	9,504.00	476.00	680.00	12,852.00	4,028.00-	142.4
2400 CLERICAL/TECHNICAL/OFFICE SAL	98,170.00	4,574.32	18,780.80	374,176.00	294,786.80-	400.3
2900 OTHER CLASSIFIED SALARIES	60,453.00	4,924.64	12,364.64	90,201.54	42,113.18-	169.7
3101 STRS CERTIFICATED	142,048.35	1,348.93	7,257.07	71,830.59	62,960.69	55.7
3102 STRS CLASSIFIED	0.00	0.00	363.78	0.00	363.78-	N/A
3201 PERS CERTIFICATED	0.00	1,872.47-	1,344.62-	0.00	1,344.62	N/A
3202 PERS CLASSIFIED	38,575.17	2,137.38	5,235.65	92,353.59	59,014.07-	253.0

3301	SOCIAL SECURITY CERTIFICATED	0.00	518.66-	389.01-	0.00	389.01	N/A
3302	SOCIAL SECURITY CLASSIFIED	10,439.38	832.64	2,042.05	29,588.23	21,190.90-	303.0
3311	MEDICARE - CERTIFICATED	7,956.02	367.12	883.54	6,193.83	878.65	89.0
3312	MEDICARE - CLASSIFIED	2,441.48	255.66	569.70	6,919.85	5,048.07-	306.8
3401	HEALTH & WELFARE CERTIFICATED	99,898.80	3,898.90	5,982.10	108,278.80	14,362.10-	114.4
3402	HEALTH & WELFARE CLASSIFIED	7,812.00	1,891.20	3,713.10	70,793.40	66,694.50-	953.7
3501	UNEMPLOYMENT - CERTIFICATED	6,748.90	103.49	152.92	2,098.55	4,497.43	33.4
3502	UNEMPLOYMENT - CLASSIFIED	2,071.05	85.36	178.33	2,349.77	457.05-	122.1



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	15.39-	347.86	4,352.34	1,170.80	80.1
3602 WORKERS COMP - CLASSIFIED	1,801.64	145.09	365.99	4,865.27	3,429.62-	290.4
4100 APPRVD TEXTBKS/CORE CURRICULA	16,334.00	3,452.10	32,267.89	8,742.57	24,676.46-	251.1
4300 SUPPLIES	50,541.00	1,395.05	11,705.27	8,862.69	29,973.04	40.7
4700 FOOD	4,500.00	37.00	125.82	15,967.93	11,593.75-	357.6
5200 TRAVEL & CONFERENCE	20,250.00	1,617.30	3,234.60	502.13	16,513.27	18.5
5300 DUES & MEMBERSHIPS	7,510.00	0.00	1,560.00	7,995.38	2,045.38-	127.2
5400 INSURANCE	29,000.00	0.00	31,496.00	0.00	2,496.00-	108.6
5500 OPERATION & HOUSEKEEPING SERV	26,000.00	1,035.78	2,894.78	16,932.72	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	522.26	1,316.02	18,005.48	4,321.50-	128.8
5530 WATER&/OR SEWAGE	3,500.00	272.55	603.38	2,896.62	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	974.39	2,522.26	18,506.34	8,428.60-	166.9
5612 NORTH UNITED RENT/LEASE BLDG	136,200.00	11,475.00	45,900.00	92,700.00	2,400.00-	101.8
5800 PROFES'L/CONSULTG SVCS/OP EXP	456,037.14	15,642.34	30,408.47	448,226.06	22,597.39-	105.0
5801 LEGAL FEES	3,000.00	1,946.03	2,489.21	1,373.29	862.50-	128.8
5830 AUDIT FEES	13,000.00	0.00	6,500.00	6,500.00	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	212.89	619.99	5,880.01	4,495.00	59.1
5922 COMMUNICATION - TELEPHONE SVCS	10,330.00	160.66	476.04	10,735.69	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	58,034.45	269,568.86	1,977,689.36	131,723.33-	
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-	121,789.67	67,159.26			**

FUND :77 SCHOOL / PAYROLL CLEARING 995

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			**

Activity for 09/01/2021 through 09/30/2021

Fiscal Year 2021/22

(Aliases)	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Net Change to Balance
(001402)	62- 0000- 0- 1193- 8100- 5520- 030- 0000	UNRESTRICTED,PL				253.28	253.28-
(001433)	62- 0000- 0- 1195- 8700- 5612- 040- 0000	UNRESTRICTED,FA				3,500.00	3,500.00-
(001486)	62- 3210- 0- 1193- 8100- 4381- 000- 0000	CARES ACT ESSER				112.02	112.02-
(001506)	62- 6500- 0- 5760- 1120- 3311- 000- 0000	SPECIAL EDUCATI			1,481.49	342.09	1,823.58-
(001512)	62- 0000- 0- 1110- 1000- 3201- 000- 0000	UNRESTRICTED,IN			9,690.93	1,076.77	10,767.70-
(001519)	62- 0001- 0- 1500- 3110- 3311- 000- 0000	SUPPLEMENTAL/CO			2,589.48	287.71	2,877.19-
(001520)	62- 0001- 0- 1500- 3110- 3201- 000- 0000	SUPPLEMENTAL/CO			9,623.97	1,069.32	10,693.29-
(001530)	62- 6500- 0- 5760- 1120- 3201- 000- 0000	SPECIAL EDUCATI			5,474.34	1,264.05	6,738.39-
(001549)	62- 0000- 0- 0000- 7200- 5207- 000- 0000	UNRESTRICTED,OT				30.00	30.00-
(001552)	62- 3210- 0- 1193- 8100- 4377- 000- 0000	CARES ACT ESSER				34.47	34.47-
(001562)	62- 0000- 0- 1193- 8100- 3412- 000- 0000	UNRESTRICTED,PL				191.49	191.49-
(001564)	62- 5310- 0- 0000- 3700- 3412- 000- 0000	CHILD NUTRITION			7,030.80	845.03	7,875.83-
(001568)	62- 5310- 0- 0000- 3700- 3102- 000- 0000	CHILD NUTRITION			8,116.56	901.84	9,018.40-
(001577)	62- 7425- 0- 1110- 1000- 3101- 000- 0000	ELO AFTER 10%,I			2,093.85	571.05	2,664.90-
(001578)	62- 7425- 0- 1110- 1000- 3331- 000- 0000	ELO AFTER 10%,I			179.46	48.94	228.40-
(001579)	62- 7425- 0- 1110- 1000- 3411- 000- 0000	ELO AFTER 10%,I			4,328.10	480.90	4,809.00-
(001580)	62- 7425- 0- 1110- 1000- 3501- 000- 0000	ELO AFTER 10%,I			61.83	16.87	78.70-
(001581)	62- 7425- 0- 1110- 1000- 3601- 000- 0000	ELO AFTER 10%,I			117.54	32.06	149.60-
(001582)	62- 7425- 0- 1110- 1000- 1100- 000- 0000	ELO AFTER 10%,I			12,375.00	1,375.00	13,750.00-
(001583)	62- 7426- 0- 1110- 1000- 2900- 000- 0000	ELO 10%,INSTRUC				726.00	726.00-
(001585)	62- 7426- 0- 1110- 1000- 3312- 000- 0000	ELO 10%,INSTRUC				45.01	45.01-
(001586)	62- 7426- 0- 1110- 1000- 3332- 000- 0000	ELO 10%,INSTRUC				10.53	10.53-
(001588)	62- 7426- 0- 1110- 1000- 3502- 000- 0000	ELO 10%,INSTRUC				3.63	3.63-
(001589)	62- 7426- 0- 1110- 1000- 3602- 000- 0000	ELO 10%,INSTRUC				6.90	6.90-
(001598)	62- 0000- 0- 1110- 2420- 5812- 000- 0000	UNRESTRICTED,IN		3,500.00-			3,500.00-
(001600)	62- 7425- 0- 1110- 3110- 1200- 000- 0000	ELO AFTER 10%,G			13,837.50	1,537.50	15,375.00-
(001602)	62- 7425- 0- 1110- 3110- 3331- 000- 0000	ELO AFTER 10%,G			199.44	22.16	221.60-
(001603)	62- 7425- 0- 1110- 3110- 3411- 000- 0000	ELO AFTER 10%,G			1,757.70	195.30	1,953.00-
(001604)	62- 7425- 0- 1110- 3110- 3501- 000- 0000	ELO AFTER 10%,G			68.76	7.64	76.40-
(001605)	62- 7425- 0- 1110- 3110- 3601- 000- 0000	ELO AFTER 10%,G			130.68	14.52	145.20-
(001606)	62- 7425- 0- 1110- 3110- 3311- 000- 0000	ELO AFTER 10%,G			852.93	94.77	947.70-
(001607)	62- 7425- 0- 1110- 3110- 3201- 000- 0000	ELO AFTER 10%,G			3,170.16	352.24	3,522.40-
(001610)	62- 3212- 0- 1110- 1000- 5800- 000- 0000	CARES ESSER II,		3,500.00-			3,500.00-
(001634)	62- 7425- 0- 1110- 1000- 1150- 000- 0000	ELO AFTER 10%,I				2,000.00	2,000.00-
(001668)	62- 3212- 0- 1110- 1000- 4445- 000- 0000	CARES ESSER II,		2,000.00-			2,000.00-
(001672)	62- 3212- 0- 1193- 8100- 4374- 000- 0000	CARES ESSER II,		2,000.00-			2,000.00-
(001690)	62- 0000- 0- 1193- 8100- 4374- 050- 0000	UNRESTRICTED,PL				140.37	140.37-
(001693)	62- 3210- 0- 1110- 2420- 4453- 000- 0000	CARES ACT ESSER				9,155.05	9,155.05-
(001706)	62- 0000- 0- 1110- 2700- 4351- 040- 0000	UNRESTRICTED,SC				3.19-	3.19

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Activity for 09/01/2021 through 09/30/2021

Fiscal Year 2021/22

(Aliases)	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Net Change to Balance
(000337)	62-3010-0-1110-1000-3101-000-0000	TITLE I-BASIC G			7,240.95	804.55	8,045.50-
(000338)	62-3010-0-1110-1000-3202-000-0000	TITLE I-BASIC G				812.74	812.74-
(000339)	62-3010-0-1110-1000-3312-000-0000	TITLE I-BASIC G				301.99	301.99-
(000340)	62-3010-0-1110-1000-3331-000-0000	TITLE I-BASIC G			620.55	68.95	689.50-
(000341)	62-3010-0-1110-1000-3332-000-0000	TITLE I-BASIC G				70.62	70.62-
(000342)	62-3010-0-1110-1000-3411-000-0000	TITLE I-BASIC G			7,030.80	781.20	7,812.00-
(000343)	62-3010-0-1110-1000-3412-000-0000	TITLE I-BASIC G				502.74	502.74-
(000344)	62-3010-0-1110-1000-3501-000-0000	TITLE I-BASIC G			214.02	23.78	237.80-
(000345)	62-3010-0-1110-1000-3502-000-0000	TITLE I-BASIC G				24.36	24.36-
(000346)	62-3010-0-1110-1000-3601-000-0000	TITLE I-BASIC G			406.53	45.17	451.70-
(000347)	62-3010-0-1110-1000-3602-000-0000	TITLE I-BASIC G				46.26	46.26-
(000348)	62-3010-0-1110-3110-1200-000-0000	TITLE I-BASIC G			6,255.00	695.00	6,950.00-
(000349)	62-3010-0-1110-3110-3101-000-0000	TITLE I-BASIC G			1,058.31	117.59	1,175.90-
(000350)	62-3010-0-1110-3110-3331-000-0000	TITLE I-BASIC G			90.72	10.08	100.80-
(000351)	62-3010-0-1110-3110-3411-000-0000	TITLE I-BASIC G			1,731.24	192.36	1,923.60-
(000352)	62-3010-0-1110-3110-3501-000-0000	TITLE I-BASIC G			31.23	3.47	34.70-
(000353)	62-3010-0-1110-3110-3601-000-0000	TITLE I-BASIC G			59.40	6.60	66.00-
(000365)	62-3310-0-5760-1120-1104-000-0000	SP ED-IDEA BAS,			37,192.50	4,132.50	41,325.00-
(000366)	62-3310-0-5760-1120-3101-000-0000	SP ED-IDEA BAS,			6,292.98	699.22	6,992.20-
(000367)	62-3310-0-5760-1120-3331-000-0000	SP ED-IDEA BAS,			532.35	59.15	591.50-
(000368)	62-3310-0-5760-1120-3411-000-0000	SP ED-IDEA BAS,			12,984.30	1,442.70	14,427.00-
(000369)	62-3310-0-5760-1120-3501-000-0000	SP ED-IDEA BAS,			183.60	20.40	204.00-
(000370)	62-3310-0-5760-1120-3601-000-0000	SP ED-IDEA BAS,			348.84	38.76	387.60-
(000384)	62-4035-0-1110-2150-5811-000-0000	TITLE II TEACHE				3,742.00	3,742.00-
(000399)	62-4127-0-1110-3110-1200-000-0000	TITLE IV,PART A			6,255.00	695.00	6,950.00-
(000400)	62-4127-0-1110-3110-3101-000-0000	TITLE IV,PART A			1,058.31	117.59	1,175.90-
(000401)	62-4127-0-1110-3110-3331-000-0000	TITLE IV,PART A			90.72	10.08	100.80-
(000402)	62-4127-0-1110-3110-3411-000-0000	TITLE IV,PART A			1,731.24	192.36	1,923.60-
(000403)	62-4127-0-1110-3110-3501-000-0000	TITLE IV,PART A			31.23	3.47	34.70-
(000404)	62-4127-0-1110-3110-3601-000-0000	TITLE IV,PART A			59.40	6.60	66.00-
(000446)	62-5310-0-0000-3700-2210-000-0000	CHILD NUTRITION			47,970.00	5,458.00	53,428.00-
(000447)	62-5310-0-0000-3700-3202-000-0000	CHILD NUTRITION				29.33	29.33-
(000448)	62-5310-0-0000-3700-3312-000-0000	CHILD NUTRITION				7.94	7.94-
(000449)	62-5310-0-0000-3700-3332-000-0000	CHILD NUTRITION			695.61	79.15	774.76-
(000450)	62-5310-0-0000-3700-3502-000-0000	CHILD NUTRITION			239.85	27.29	267.14-
(000451)	62-5310-0-0000-3700-3602-000-0000	CHILD NUTRITION			455.76	51.86	507.62-
(000453)	62-5310-0-0000-3700-4396-000-0000	CHILD NUTRITION				49.86	49.86-
(000454)	62-5310-0-0000-3700-4710-000-0000	CHILD NUTRITION				2,884.51	2,884.51-
(000486)	62-6500-0-5760-1120-1104-000-0000	SPECIAL EDUCATI			141,382.53	18,571.64	159,954.17-

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ESCAPE ONLINE

Activity for 09/01/2021 through 09/30/2021

Fiscal Year 2021/22

( A l i a s )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Net Change to Balance
( 000116)	62- 0000- 0- 1110- 2420- 2255- 000- 0000	UNRESTRICTED,IN			48,300.03	5,366.67	53,666.70-
( 000117)	62- 0000- 0- 1110- 2420- 3202- 000- 0000	UNRESTRICTED,IN			11,065.50	1,229.50	12,295.00-
( 000118)	62- 0000- 0- 1110- 2420- 3312- 000- 0000	UNRESTRICTED,IN			2,994.57	332.73	3,327.30-
( 000119)	62- 0000- 0- 1110- 2420- 3332- 000- 0000	UNRESTRICTED,IN			700.38	77.82	778.20-
( 000120)	62- 0000- 0- 1110- 2420- 3412- 000- 0000	UNRESTRICTED,IN			11,718.00	1,302.00	13,020.00-
( 000121)	62- 0000- 0- 1110- 2420- 3502- 000- 0000	UNRESTRICTED,IN			241.47	26.83	268.30-
( 000122)	62- 0000- 0- 1110- 2420- 3602- 000- 0000	UNRESTRICTED,IN			458.82	50.98	509.80-
( 000128)	62- 0000- 0- 1110- 2700- 1900- 000- 0000	UNRESTRICTED,SC			79,785.00	8,865.00	88,650.00-
( 000129)	62- 0000- 0- 1110- 2700- 3101- 000- 0000	UNRESTRICTED,SC			13,499.64	1,499.96	14,999.60-
( 000130)	62- 0000- 0- 1110- 2700- 3331- 000- 0000	UNRESTRICTED,SC			1,151.73	127.97	1,279.70-
( 000131)	62- 0000- 0- 1110- 2700- 3411- 000- 0000	UNRESTRICTED,SC			17,457.84	1,939.76	19,397.60-
( 000132)	62- 0000- 0- 1110- 2700- 3501- 000- 0000	UNRESTRICTED,SC			397.17	44.13	441.30-
( 000133)	62- 0000- 0- 1110- 2700- 3601- 000- 0000	UNRESTRICTED,SC			754.56	83.84	838.40-
( 000135)	62- 0000- 0- 1110- 2700- 4351- 000- 0000	UNRESTRICTED,SC		3,500.00		1,730.00	1,770.00
( 000143)	62- 0000- 0- 1110- 2700- 5637- 000- 0000	UNRESTRICTED,SC				221.56	221.56-
( 000144)	62- 0000- 0- 1110- 2700- 5800- 000- 0000	UNRESTRICTED,SC				203.20	203.20-
( 000148)	62- 0000- 0- 1110- 2700- 5909- 000- 0000	UNRESTRICTED,SC				283.85	283.85-
( 000149)	62- 0000- 0- 1110- 2700- 5909- 050- 0000	UNRESTRICTED,SC				435.92	435.92-
( 000151)	62- 0000- 0- 1110- 2700- 5950- 000- 0000	UNRESTRICTED,SC				23.20	23.20-
( 000152)	62- 0000- 0- 1192- 2700- 1900- 000- 0000	UNRESTRICTED,SC		5,000.00-	122,250.06	13,583.34	140,833.40-
( 000154)	62- 0000- 0- 1192- 2700- 2308- 000- 0000	UNRESTRICTED,SC			49,800.06	5,533.34	55,333.40-
( 000155)	62- 0000- 0- 1192- 2700- 2309- 000- 0000	UNRESTRICTED,SC			43,602.03	4,844.67	48,446.70-
( 000156)	62- 0000- 0- 1192- 2700- 2402- 000- 0000	UNRESTRICTED,SC			62,400.06	6,883.34	69,283.40-
( 000157)	62- 0000- 0- 1192- 2700- 2403- 000- 0000	UNRESTRICTED,SC				3,419.50	3,419.50-
( 000158)	62- 0000- 0- 1192- 2700- 2405- 000- 0000	UNRESTRICTED,SC			35,625.06	7,066.34	42,691.40-
( 000159)	62- 0000- 0- 1192- 2700- 3101- 000- 0000	UNRESTRICTED,SC			20,684.70	2,298.30	22,983.00-
( 000160)	62- 0000- 0- 1192- 2700- 3202- 000- 0000	UNRESTRICTED,SC			54,004.05	7,484.45	61,488.50-
( 000161)	62- 0000- 0- 1192- 2700- 3312- 000- 0000	UNRESTRICTED,SC			15,556.68	2,130.17	17,686.85-
( 000162)	62- 0000- 0- 1192- 2700- 3331- 000- 0000	UNRESTRICTED,SC			1,772.64	196.96	1,969.60-
( 000163)	62- 0000- 0- 1192- 2700- 3332- 000- 0000	UNRESTRICTED,SC			3,638.34	498.21	4,136.55-
( 000164)	62- 0000- 0- 1192- 2700- 3411- 000- 0000	UNRESTRICTED,SC			26,145.00	2,905.00	29,050.00-
( 000165)	62- 0000- 0- 1192- 2700- 3412- 000- 0000	UNRESTRICTED,SC			70,427.88	10,065.26	80,493.14-
( 000166)	62- 0000- 0- 1192- 2700- 3501- 000- 0000	UNRESTRICTED,SC			611.28	67.92	679.20-
( 000167)	62- 0000- 0- 1192- 2700- 3502- 000- 0000	UNRESTRICTED,SC			1,254.51	171.79	1,426.30-
( 000168)	62- 0000- 0- 1192- 2700- 3601- 000- 0000	UNRESTRICTED,SC			1,161.36	129.04	1,290.40-
( 000169)	62- 0000- 0- 1192- 2700- 3602- 000- 0000	UNRESTRICTED,SC			2,383.74	326.41	2,710.15-
( 000171)	62- 0000- 0- 1192- 2700- 4351- 000- 0000	UNRESTRICTED,SC		3,500.00		853.10	2,646.90
( 000178)	62- 0000- 0- 1192- 2700- 5637- 000- 0000	UNRESTRICTED,SC				930.95	930.95-
( 000179)	62- 0000- 0- 1192- 2700- 5800- 000- 0000	UNRESTRICTED,SC				10.00	10.00-

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Activity for 09/01/2021 through 09/30/2021 Fiscal Year 2021/22

( Alias )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Revenue	Net Change to Balance
( 000018 )	62- 0000- 0- 0000- 0000- 8011- 000- 0000	UNRESTRICTED,RE			356,175.00	356,175.00-
( 000304 )	62- 1400- 0- 0000- 0000- 8012- 000- 0000	EDUCATION PROTE			18,710.00	18,710.00-
( 000483 )	62- 6500- 0- 5001- 0000- 8792- 000- 0000	SPECIAL EDUCATI			12,086.00	12,086.00-
( 001782 )	62- 3210- 0- 0000- 0000- 8295- 000- 0000	CARES ACT ESSER			17,384.74	17,384.74-
( 001783 )	62- 3212- 0- 0000- 0000- 8295- 000- 0000	CARES ESSER II,			34,173.00	34,173.00-
( 001784 )	62- 4127- 0- 0000- 0000- 8295- 000- 0000	TITLE IV,PART A			654.23	654.23-
( 001785 )	62- 0000- 0- 0000- 0000- 8980- 000- 0000	UNRESTRICTED,CO			53,389.66	53,389.66-
<b>Total for Revenue Accounts</b>					<b>492,572.63</b>	<b>492,572.63-</b>

( Alias )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Net Change to Balance
( 000045 )	62- 0000- 0- 0000- 7200- 1300- 000- 0000	UNRESTRICTED,OT			92,345.31	10,260.59	102,605.90-
( 000046 )	62- 0000- 0- 0000- 7200- 2304- 000- 0000	UNRESTRICTED,OT			49,800.06	5,533.34	55,333.40-
( 000047 )	62- 0000- 0- 0000- 7200- 3101- 000- 0000	UNRESTRICTED,OT			15,563.88	1,729.32	17,293.20-
( 000048 )	62- 0000- 0- 0000- 7200- 3202- 000- 0000	UNRESTRICTED,OT			11,409.21	1,267.69	12,676.90-
( 000049 )	62- 0000- 0- 0000- 7200- 3312- 000- 0000	UNRESTRICTED,OT			3,087.63	343.07	3,430.70-
( 000050 )	62- 0000- 0- 0000- 7200- 3331- 000- 0000	UNRESTRICTED,OT			1,339.02	148.78	1,487.80-
( 000051 )	62- 0000- 0- 0000- 7200- 3332- 000- 0000	UNRESTRICTED,OT			722.07	80.23	802.30-
( 000052 )	62- 0000- 0- 0000- 7200- 3411- 000- 0000	UNRESTRICTED,OT			14,427.00	1,603.00	16,030.00-
( 000053 )	62- 0000- 0- 0000- 7200- 3412- 000- 0000	UNRESTRICTED,OT			11,718.00	1,302.00	13,020.00-
( 000054 )	62- 0000- 0- 0000- 7200- 3501- 000- 0000	UNRESTRICTED,OT			461.70	51.30	513.00-
( 000055 )	62- 0000- 0- 0000- 7200- 3502- 000- 0000	UNRESTRICTED,OT			249.03	27.67	276.70-
( 000056 )	62- 0000- 0- 0000- 7200- 3601- 000- 0000	UNRESTRICTED,OT			877.32	97.48	974.80-
( 000057 )	62- 0000- 0- 0000- 7200- 3602- 000- 0000	UNRESTRICTED,OT			473.13	52.57	525.70-
( 000064 )	62- 0000- 0- 0000- 7200- 5822- 000- 0000	UNRESTRICTED,OT		13,500.00			13,500.00
( 000067 )	62- 0000- 0- 1110- 1000- 1100- 000- 0000	UNRESTRICTED,IN			740,610.00	83,853.62	824,463.62-
( 000070 )	62- 0000- 0- 1110- 1000- 3101- 000- 0000	UNRESTRICTED,IN			118,154.16	13,454.99	131,609.15-
( 000073 )	62- 0000- 0- 1110- 1000- 3331- 000- 0000	UNRESTRICTED,IN			10,722.51	1,218.29	11,940.80-
( 000075 )	62- 0000- 0- 1110- 1000- 3411- 000- 0000	UNRESTRICTED,IN			184,281.30	21,578.50	205,859.80-
( 000077 )	62- 0000- 0- 1110- 1000- 3501- 000- 0000	UNRESTRICTED,IN			3,697.56	420.12	4,117.68-
( 000079 )	62- 0000- 0- 1110- 1000- 3601- 000- 0000	UNRESTRICTED,IN			7,025.04	798.18	7,823.22-
( 000083 )	62- 0000- 0- 1110- 1000- 4310- 000- 0000	UNRESTRICTED,IN				1,229.85	1,229.85-
( 000087 )	62- 0000- 0- 1110- 1000- 4351- 000- 0000	UNRESTRICTED,IN				59.34	59.34-
( 000088 )	62- 0000- 0- 1110- 1000- 4351- 030- 0000	UNRESTRICTED,IN				1,409.54	1,409.54-
( 000094 )	62- 0000- 0- 1110- 1000- 5201- 000- 0000	UNRESTRICTED,IN				61.60	61.60-
( 000101 )	62- 0000- 0- 1110- 1000- 5800- 000- 0000	UNRESTRICTED,IN		22,500.00-			22,500.00-
( 000105 )	62- 0000- 0- 1110- 1000- 5801- 000- 0000	UNRESTRICTED,IN		500.00			500.00

Activity for 09/01/2021 through 09/30/2021							Fiscal Year 2021/22	
( Alias )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Net Change to Balance	
( 000181 )	62- 0000- 0- 1192- 2700- 5831- 000- 0000	UNRESTRICTED,SC				991.00	991.00-	
( 000182 )	62- 0000- 0- 1192- 2700- 5861- 000- 0000	UNRESTRICTED,SC		400.00		256.00	144.00	
( 000185 )	62- 0000- 0- 1192- 2700- 5909- 000- 0000	UNRESTRICTED,SC				595.05	595.05-	
( 000188 )	62- 0000- 0- 1192- 2700- 5950- 000- 0000	UNRESTRICTED,SC				1,062.98	1,062.98-	
( 000189 )	62- 0000- 0- 1193- 8100- 2214- 000- 0000	UNRESTRICTED,PL		400.00-		896.00	1,296.00-	
( 000190 )	62- 0000- 0- 1193- 8100- 3202- 000- 0000	UNRESTRICTED,PL				87.97	87.97-	
( 000191 )	62- 0000- 0- 1193- 8100- 3312- 000- 0000	UNRESTRICTED,PL				55.55	55.55-	
( 000192 )	62- 0000- 0- 1193- 8100- 3332- 000- 0000	UNRESTRICTED,PL				12.99	12.99-	
( 000193 )	62- 0000- 0- 1193- 8100- 3502- 000- 0000	UNRESTRICTED,PL				4.48	4.48-	
( 000194 )	62- 0000- 0- 1193- 8100- 3602- 000- 0000	UNRESTRICTED,PL				8.51	8.51-	
( 000202 )	62- 0000- 0- 1193- 8100- 4381- 000- 0000	UNRESTRICTED,PL		3,500.00		143.32	3,356.68	
( 000208 )	62- 0000- 0- 1193- 8100- 5520- 000- 0000	UNRESTRICTED,PL				1,025.61	1,025.61-	
( 000209 )	62- 0000- 0- 1193- 8100- 5520- 050- 0000	UNRESTRICTED,PL				162.97	162.97-	
( 000212 )	62- 0000- 0- 1193- 8100- 5530- 050- 0000	UNRESTRICTED,PL				165.75	165.75-	
( 000217 )	62- 0000- 0- 1193- 8100- 5800- 000- 0000	UNRESTRICTED,PL				1,441.94	1,441.94-	
( 000221 )	62- 0000- 0- 1195- 8700- 5612- 000- 0000	UNRESTRICTED,FA		3,500.00-		5,788.00	9,288.00-	
( 000233 )	62- 0001- 0- 1500- 1000- 1100- 000- 0000	SUPPLEMENTAL/CO			147,600.00	16,400.05	164,000.05-	
( 000234 )	62- 0001- 0- 1500- 1000- 2100- 000- 0000	SUPPLEMENTAL/CO				3,784.50	3,784.50-	
( 000235 )	62- 0001- 0- 1500- 1000- 3101- 000- 0000	SUPPLEMENTAL/CO			19,583.19	2,175.91	21,759.10-	
( 000236 )	62- 0001- 0- 1500- 1000- 3202- 000- 0000	SUPPLEMENTAL/CO				313.93	313.93-	
( 000237 )	62- 0001- 0- 1500- 1000- 3312- 000- 0000	SUPPLEMENTAL/CO				234.65	234.65-	
( 000238 )	62- 0001- 0- 1500- 1000- 3331- 000- 0000	SUPPLEMENTAL/CO			2,124.45	236.05	2,360.50-	
( 000239 )	62- 0001- 0- 1500- 1000- 3332- 000- 0000	SUPPLEMENTAL/CO				54.89	54.89-	
( 000240 )	62- 0001- 0- 1500- 1000- 3411- 000- 0000	SUPPLEMENTAL/CO			32,492.16	3,610.24	36,102.40-	
( 000241 )	62- 0001- 0- 1500- 1000- 3501- 000- 0000	SUPPLEMENTAL/CO			732.51	81.39	813.90-	
( 000242 )	62- 0001- 0- 1500- 1000- 3502- 000- 0000	SUPPLEMENTAL/CO				18.92	18.92-	
( 000243 )	62- 0001- 0- 1500- 1000- 3601- 000- 0000	SUPPLEMENTAL/CO			1,391.85	154.65	1,546.50-	
( 000244 )	62- 0001- 0- 1500- 1000- 3602- 000- 0000	SUPPLEMENTAL/CO				35.95	35.95-	
( 000252 )	62- 0001- 0- 1500- 1000- 5261- 000- 0000	SUPPLEMENTAL/CO				500.00	500.00-	
( 000257 )	62- 0001- 0- 1500- 3110- 1200- 000- 0000	SUPPLEMENTAL/CO			101,452.50	11,272.49	112,724.99-	
( 000259 )	62- 0001- 0- 1500- 3110- 3101- 000- 0000	SUPPLEMENTAL/CO			10,058.13	1,117.57	11,175.70-	
( 000262 )	62- 0001- 0- 1500- 3110- 3331- 000- 0000	SUPPLEMENTAL/CO			1,447.83	160.87	1,608.70-	
( 000264 )	62- 0001- 0- 1500- 3110- 3411- 000- 0000	SUPPLEMENTAL/CO			12,303.90	1,367.10	13,671.00-	
( 000266 )	62- 0001- 0- 1500- 3110- 3501- 000- 0000	SUPPLEMENTAL/CO			499.32	55.48	554.80-	
( 000268 )	62- 0001- 0- 1500- 3110- 3601- 000- 0000	SUPPLEMENTAL/CO			948.60	105.40	1,054.00-	
( 000301 )	62- 1100- 0- 1110- 1000- 4310- 000- 0000	STATE LOTTERY R		2,000.00-		64.52	2,064.52-	
( 000302 )	62- 1100- 0- 1110- 1000- 5800- 000- 0000	STATE LOTTERY R				1,650.00	1,650.00-	
( 000334 )	62- 3010- 0- 1110- 1000- 1100- 000- 0000	TITLE I-BASIC G			42,795.00	4,755.00	47,550.00-	
( 000336 )	62- 3010- 0- 1110- 1000- 2900- 000- 0000	TITLE I-BASIC G				4,871.00	4,871.00-	

Selection Grouped by Account Type, Filtered by User Permissions, (Org = 75, Online/Offline = N, UnPosted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Obj Digits = 0, Page Break Lvl = )

ESCAPE ONLINE

Activity for 09/01/2021 through 09/30/2021						Fiscal Year 2021/22		
( Alias )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Net Change to Balance	
( 000487 )	62- 6500- 0- 5760- 1120- 3101- 000- 0000	SPECIAL EDUCATI			19,878.84	2,208.76	22,087.60-	
( 000488 )	62- 6500- 0- 5760- 1120- 3331- 000- 0000	SPECIAL EDUCATI			2,047.86	269.05	2,316.91-	
( 000489 )	62- 6500- 0- 5760- 1120- 3411- 000- 0000	SPECIAL EDUCATI			45,119.16	5,664.24	50,783.40-	
( 000490 )	62- 6500- 0- 5760- 1120- 3501- 000- 0000	SPECIAL EDUCATI			706.14	92.77	798.91-	
( 000491 )	62- 6500- 0- 5760- 1120- 3601- 000- 0000	SPECIAL EDUCATI			1,341.54	176.25	1,517.79-	
( 000492 )	62- 6500- 0- 5760- 1130- 2122- 000- 0000	SPECIAL EDUCATI				170.00	170.00-	
( 000494 )	62- 6500- 0- 5760- 1130- 3312- 000- 0000	SPECIAL EDUCATI				10.54	10.54-	
( 000495 )	62- 6500- 0- 5760- 1130- 3332- 000- 0000	SPECIAL EDUCATI				2.46	2.46-	
( 000497 )	62- 6500- 0- 5760- 1130- 3502- 000- 0000	SPECIAL EDUCATI				.85	.85-	
( 000498 )	62- 6500- 0- 5760- 1130- 3602- 000- 0000	SPECIAL EDUCATI				1.62	1.62-	
( 000499 )	62- 6500- 0- 5760- 1190- 1104- 000- 0000	SPECIAL EDUCATI			111,780.00	12,420.00	124,200.00-	
( 000500 )	62- 6500- 0- 5760- 1190- 3101- 000- 0000	SPECIAL EDUCATI			18,913.32	2,101.48	21,014.80-	
( 000501 )	62- 6500- 0- 5760- 1190- 3331- 000- 0000	SPECIAL EDUCATI			1,620.72	180.08	1,800.80-	
( 000502 )	62- 6500- 0- 5760- 1190- 3411- 000- 0000	SPECIAL EDUCATI			20,880.72	2,320.08	23,200.80-	
( 000503 )	62- 6500- 0- 5760- 1190- 3501- 000- 0000	SPECIAL EDUCATI			559.08	62.12	621.20-	
( 000504 )	62- 6500- 0- 5760- 1190- 3601- 000- 0000	SPECIAL EDUCATI			1,062.00	118.00	1,180.00-	
( 000543 )	62- 0000- 0- 1192- 2700- 2307- 000- 0000	UNRESTRICTED,SC			62,284.05	6,921.10	69,205.15-	
( 001185 )	62- 0000- 0- 0000- 7200- 5823- 000- 0000	UNRESTRICTED,OT		10,000.00		1,402.85	8,597.15	
( 001186 )	62- 0000- 0- 1110- 1000- 1150- 000- 0000	UNRESTRICTED,IN				367.50	367.50-	
( 001215 )	62- 0000- 0- 1193- 8100- 5530- 030- 0000	UNRESTRICTED,PL				22.26	22.26-	
( 001216 )	62- 0000- 0- 1193- 8100- 5560- 030- 0000	UNRESTRICTED,PL				48.83	48.83-	
( 001218 )	62- 1100- 0- 1110- 1000- 4310- 030- 0000	STATE LOTTERY R				3,534.22	3,534.22-	
( 001220 )	62- 1100- 0- 1110- 1000- 4310- 070- 0000	STATE LOTTERY R				1,286.78	1,286.78-	
( 001225 )	62- 3210- 0- 1110- 1000- 5800- 000- 0000	CARES ACT ESSER				199.80	199.80-	
( 001235 )	62- 6500- 0- 5760- 1120- 4310- 000- 0000	SPECIAL EDUCATI				9.82	9.82-	
( 001243 )	62- 0000- 0- 1195- 8700- 5612- 060- 0000	UNRESTRICTED,FA				3,500.00	3,500.00-	
( 001268 )	62- 0000- 0- 1193- 8100- 5500- 040- 0000	UNRESTRICTED,PL				400.00	400.00-	
( 001272 )	62- 1100- 0- 1110- 1000- 4310- 080- 0000	STATE LOTTERY R				374.45	374.45-	
( 001278 )	62- 3210- 0- 1193- 8100- 4374- 000- 0000	CARES ACT ESSER				151.84	151.84-	
( 001295 )	62- 0000- 0- 1110- 1000- 4310- 036- 0000	UNRESTRICTED,IN				158.83	158.83-	
( 001297 )	62- 0000- 0- 1195- 8700- 5612- 050- 0000	UNRESTRICTED,FA				3,800.00	3,800.00-	
( 001318 )	62- 6300- 0- 1110- 1000- 4110- 070- 0000	LOTTERY - INSTR				12.60	12.60-	
( 001325 )	62- 0000- 0- 1110- 2700- 5637- 040- 0000	UNRESTRICTED,SC				57.13	57.13-	
( 001327 )	62- 0000- 0- 1193- 8100- 5560- 040- 0000	UNRESTRICTED,PL				116.72	116.72-	
( 001328 )	62- 0000- 0- 1195- 8700- 5612- 030- 0000	UNRESTRICTED,FA				5,000.00	5,000.00-	
( 001329 )	62- 1100- 0- 1110- 1000- 4310- 036- 0000	STATE LOTTERY R				4,445.95	4,445.95-	
( 001341 )	62- 6500- 0- 5760- 1120- 5800- 000- 0000	SPECIAL EDUCATI				95.00	95.00-	
( 001345 )	62- 0000- 0- 1110- 1000- 5637- 050- 0000	UNRESTRICTED,IN				44.55	44.55-	
( 001347 )	62- 0000- 0- 1110- 2700- 5909- 030- 0000	UNRESTRICTED,SC				229.45	229.45-	

Selection Grouped by Account Type, Filtered by User Permissions, (Org = 75, Online/Offline = N, UnPosted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Obj Digits = 0, Page Break Lvl = )

ESCAPE ONLINE



Activity for 09/01/2021 through 09/30/2021 Fiscal Year 2021/22

( A l i a s )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Encumbered	Expenditure	Net Change to Balance
(001707)	62- 1100- 0- 1110- 1000- 4310- 034- 0000	STATE LOTTERY R				741.97	741.97-
(001712)	62- 6300- 0- 1110- 1000- 4110- 080- 0000	LOTTERY - INSTR				1,620.02	1,620.02-
(001714)	62- 0000- 0- 1110- 2700- 4351- 010- 0000	UNRESTRICTED,SC				41.87	41.87-
(001715)	62- 1100- 0- 1110- 1000- 4312- 030- 0000	STATE LOTTERY R				178.08	178.08-
(001724)	62- 0001- 0- 1500- 1000- 4312- 030- 0000	SUPPLEMENTAL/CO				171.32	171.32-
(001729)	62- 0001- 0- 1500- 1000- 4310- 030- 0000	SUPPLEMENTAL/CO				794.79	794.79-
(001739)	62- 1100- 0- 1110- 1000- 4212- 015- 0000	STATE LOTTERY R				811.25	811.25-
(001742)	62- 6300- 0- 1110- 1000- 4310- 050- 0000	LOTTERY - INSTR				520.48	520.48-
(001755)	62- 0000- 0- 1110- 1000- 4351- 050- 0000	UNRESTRICTED,IN				539.25	539.25-
(001756)	62- 0000- 0- 1110- 1000- 4310- 050- 0000	UNRESTRICTED,IN				58.48	58.48-
(001757)	62- 0001- 0- 1500- 1000- 4310- 036- 0000	SUPPLEMENTAL/CO				429.34	429.34-
(001758)	62- 3210- 0- 1110- 2420- 4445- 000- 0000	CARES ACT ESSER				4,498.36	4,498.36-
(001759)	62- 3210- 0- 1193- 8100- 4374- 080- 0000	CARES ACT ESSER				95.81	95.81-
(001760)	62- 3210- 0- 1193- 8100- 4377- 080- 0000	CARES ACT ESSER				150.83	150.83-
(001761)	62- 0001- 0- 1500- 1000- 4351- 050- 0000	SUPPLEMENTAL/CO				612.01	612.01-
(001762)	62- 3210- 0- 1193- 8100- 4377- 050- 0000	CARES ACT ESSER				768.12	768.12-
(001763)	62- 3210- 0- 1192- 2700- 5201- 000- 0000	CARES ACT ESSER				34.72	34.72-
(001764)	62- 5310- 0- 0000- 3700- 5201- 000- 0000	CHILD NUTRITION				83.17	83.17-
(001765)	62- 1100- 0- 1110- 1000- 4310- 020- 0000	STATE LOTTERY R				371.53	371.53-
(001766)	62- 5310- 0- 0000- 3700- 5950- 000- 0000	CHILD NUTRITION				61.55	61.55-
(001767)	62- 0000- 0- 1110- 1000- 5800- 070- 0000	UNRESTRICTED,IN				1,800.00	1,800.00-
(001768)	62- 7425- 0- 1110- 1000- 5800- 090- 0000	ELO AFTER 10%,I				50.00	50.00-
(001769)	62- 3210- 0- 1193- 8100- 4381- 100- 0000	CARES ACT ESSER				1,598.32	1,598.32-
(001770)	62- 3210- 0- 1192- 2700- 4445- 000- 0000	CARES ACT ESSER				1,341.36	1,341.36-
(001771)	62- 3210- 0- 1110- 1000- 5800- 040- 0000	CARES ACT ESSER				199.00	199.00-
(001778)	62- 6300- 0- 1110- 1000- 4310- 036- 0000	LOTTERY - INSTR				456.65	456.65-
(001779)	62- 5310- 0- 0000- 3700- 4310- 000- 0000	CHILD NUTRITION				192.95	192.95-
(001780)	62- 3212- 0- 1110- 2420- 4312- 000- 0000	CARES ESSER II,		2,000.00		3,126.10	1,126.10-
(001781)	62- 5310- 0- 0000- 3700- 5884- 000- 0000	CHILD NUTRITION				466.00	466.00-
(001786)	62- 1100- 0- 1110- 1000- 4212- 000- 0000	STATE LOTTERY R		2,000.00			2,000.00
(001787)	62- 6300- 0- 1110- 1000- 4310- 080- 0000	LOTTERY - INSTR				133.95	133.95-
(001788)	62- 3212- 0- 1193- 8100- 4377- 000- 0000	CARES ESSER II,		2,000.00			2,000.00
(001789)	62- 3212- 0- 1110- 2420- 4459- 000- 0000	CARES ESSER II,		3,500.00			3,500.00
<b>Total for Expense Accounts</b>			<b>.00</b>	<b>.00</b>	<b>2,991,852.45</b>	<b>455,036.21</b>	<b>3,446,888.66-</b>

( A l i a s )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Debit	Credit	Net Change to Balance
(001725)	62- - - - - 9720- -	,RESERVE FOR EN				2,991,852.45	2,991,852.45
<b>Total for Ending Balance Accounts</b>			<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>2,991,852.45</b>	<b>2,991,852.45</b>

Selection Grouped by Account Type, Filtered by User Permissions, (Org = 75, Online/Offline = N, UnPosted JEs? = N, Assets and Liabilities? = N, Restricted Accts? = Y, Obj Digits = 0, Page Break Lvl = )

Activity for 09/01/2021 through 09/30/2021 Fiscal Year 2021/22

( Alias )	FD- RESC- Y- GOAL- FUNC- OBJT- SCH- MGMT	Description	Adopted Budget	Revised Budget	Debit	Credit	Net Change to Balance
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<b>Total for Org 075 - Northern United Charter</b>							
		<u>Starting Balance</u>	<u>+ Revenues</u>	<u>- Encumbrances</u>	<u>- Expenditures</u>		
Budgeted							
Actual			492,572.63	2,991,852.45		455,036.21	

**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 Report

## October 2021

### What's happening Schoolwide?

- A. Fall Screening Window for math and reading ended
  - a. Data meetings are happening monthly in order to provide struggling students with interventions.
  - b. Data Champions from each center and IS have had their first meeting.
- B. All teachers have been trained in using our SIS, School Pathways, in order to comply with AB130 mandates.
- C. Our new Parent Group, The Branches, met on 9/22 and was successful. We had members from the community join our workshop. Our second workshop is scheduled for October 27th @ 6:00-7:30

### What's happening at Individual Learning Centers that is Newsworthy?

- A. Heather Scharlack: Heather reports that she has 1-7 students who are taking advantage of the Synchronous and Live offerings she provides daily. The Kindergarten - 3rd grade synchronous offering has included compare and contrast activities (squash/sungold tomato, math/writing books, dahlia/daisy, etc) SEL activities, writing stories together about creatures in the Mariana Trench, etc. The older students 4-8th do enjoy visiting with each other and topics include family field trips, personal hobbies and skills, pets, showing animals in the county fair, 4-H, and we have enjoyed Class DoJo Conundrums for their synchronous meet-up.
- B. Shane Harmon: The ORBE (Outdoor Resilience Building Program)- ORBE just completed cycle 1 of the year on Friday, September 24th. The high school students from the Eureka Learning Center had four weeks with lessons on empathy, self esteem, as well as having a positive mindset. They were enthusiastic and attentive for a large portion of the lesson time. We were thankful to have Wendy Kerr, Melissa Nakoa, Alicia K. Abrego, and HSU MSW candidate, as well as Mitch Block and Cheryl Tunsini to help make these lessons fun and interactive. Abby Armstrong has been instrumental in getting together a nourishment box for the students. There were plenty of opportunities for this group to work through problems and find ways to resolve issues and shift their mindset. The experience portion of the day allowed for their differences, self discovery, practice mindful reflection in a quiet media/device-free environment.

We will re-engage with these students in the OBBE/School connection with a visit to their classroom. Currently, we are serving students from Mrs. Sharp's class at CLC.

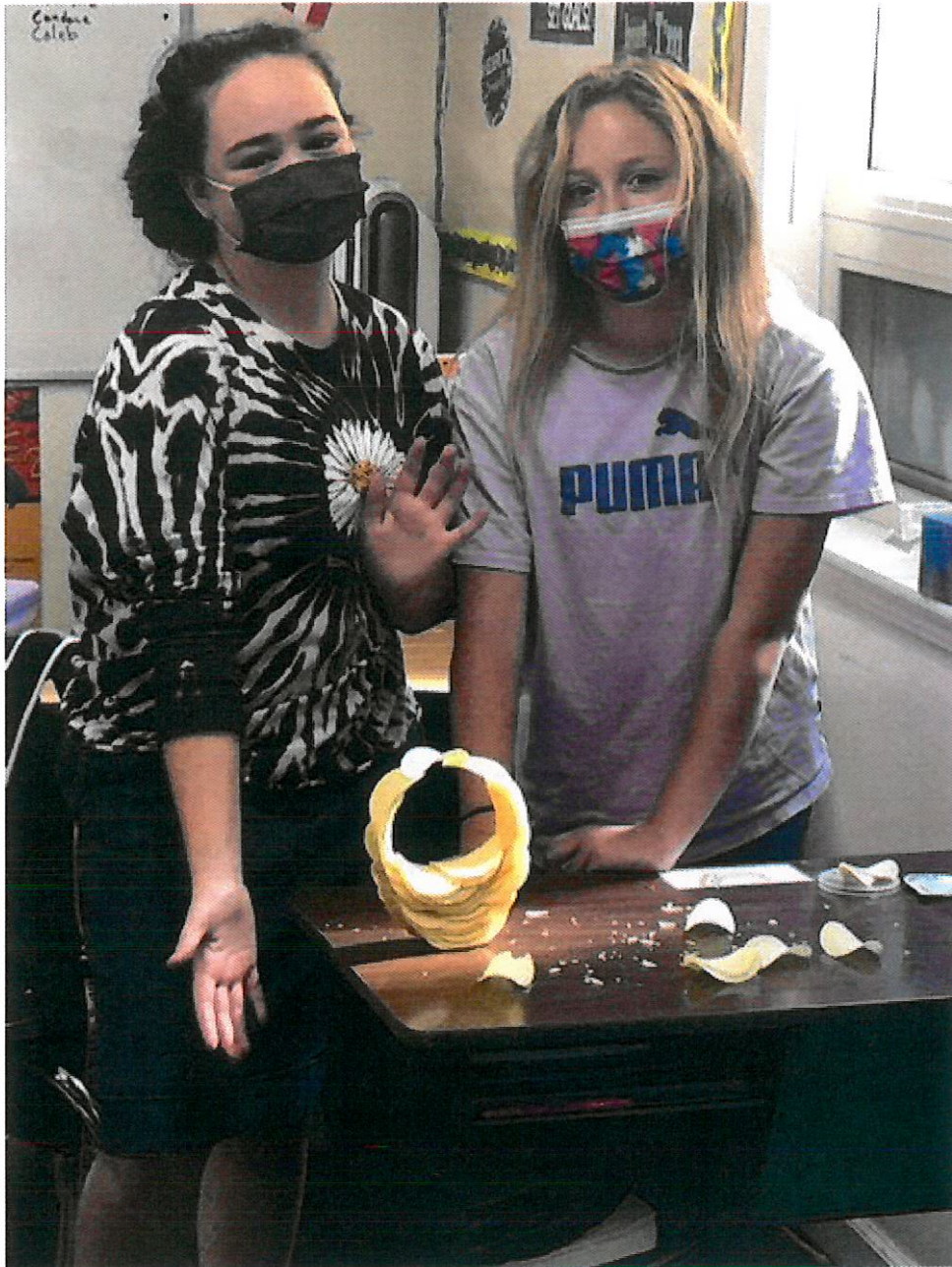
- C. Trevor Kerr: CLC visited the pumpkin patch was a huge success. We finished up learning about Hunter gatherers and started studying ancient Mesopotamia during social studies. That has been pretty exciting for students.





D. Rebekah Davis: CLC held their first PBIS end-of-the-month Assembly in 2 years on Thursday. The classes assembled outside, and the teachers awarded the students with citizenship and SRR (safe, respectful, responsible) awards. Many parents were able to join from their cars as well.

Rebekah's 7th grade class ended September with a STEM Challenge- Pringle Ring. Create a ring by stacking Pringles. Madelynn and Isabella won first place. Jaxon and Samuel took second place.







**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:**

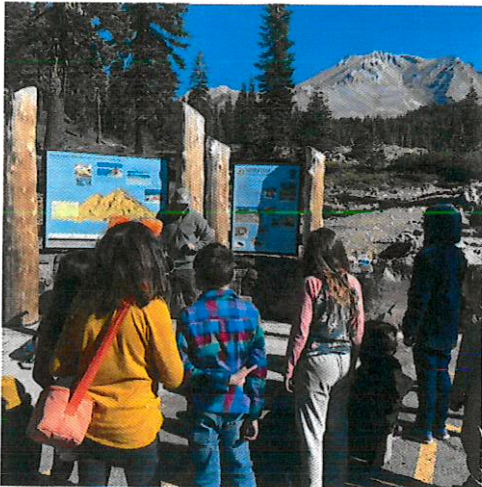
None

**Contact Person/s:** Shari Lovett, Kirk Miller

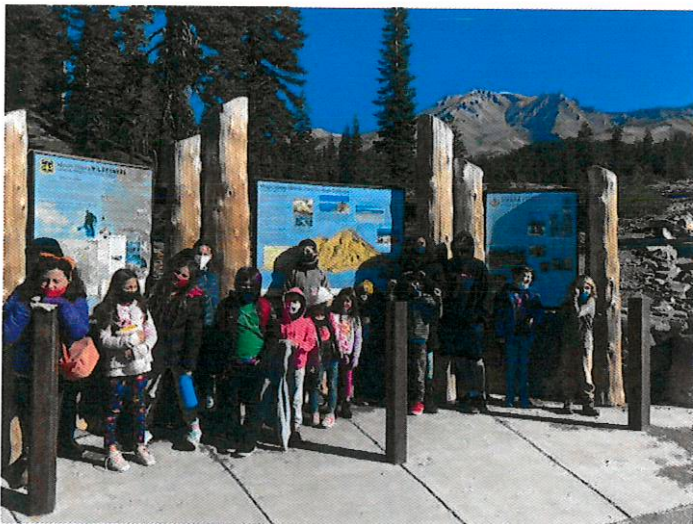
### **Mt Shasta Learning Center**

Andrea Marchyok:

This week has been a fun and wonderful week. Students have practiced ZooPhonics, practiced writing numbers and letters, worked on our 3 school rules poster: **Be Safe, Be Responsible, Be Respectful**, continued geology study with Michelle (with rock candy!), Spanish lessons with Maria, leaf rubbings and science talk about why do leaves turn colors in Fall and apple varieties. We drew the California Sister butterfly and caterpillar this morning in our nature journals. They play together so well outside running, riding cars & scooters, tag games, chasing the older kids and PE stretches, parachute and cooperative games.



It's amazing to have Paul as our guide! Paul was a Forest Ranger and has summited the mountain 31 times! He shows our students about pickaxes, cramp-ons and talks about avalanche safety.



This crew is a dream to hike with.

It was amazing to have such a clear, perfect sunny day up there. It was really quiet too without the normal crowds I'm used to. The kids did great, had fun and learned about LNT, geology, mountaineering, flora and fauna, and the importance of Panther Meadows to the local tribes. Can't wait until Hunter Orchards next. Thanks everyone! ~Paul



Thank you Haley-our Forest Service guide. We walked in two separate groups, Paul was the other guide.



Building and playing together on the rug.



Spanish with Maria!

Michelle Andras:

We had a great field trip up on the mountain and we learned a lot from Paul and interpretive ranger Haley about the geology of the mountain and the significance of Panther Meadows to local Native American tribes. Paul also shared Leave No Trace principles and told us about

climbing the mountain. Our Oak Leaf students were especially great at helping our Acorns on the hike!

This week we also started writing tall tales and studying spelling. Spelling words went home on a binder ring, but if you student has misplaced it, the words are: badge,bridge,gadget,wedge,pledge,brunch,ranch,wrench, inch, branch. (No one made it to list B on the pretest, so it's list A for everyone this week.) Spelling test is on Monday.

In math sixth grade students are dividing fractions, fifth grade math students are adding decimals mentally, and fourth grade students are adding large numbers mentally. (If adding mentally is hard for your student, just have them add the numbers "the regular way." Fourth grade students started having a little math homework this week. (Any questions, please ask Paul). Sixth & fifth will start having math homework next week if it is not completed in class.

We had no social studies in class as we were on a field trip and had social studies on the mountain. Thanks for helping your students keep up on their nightly social studies reading. They should also be reading a book of their choice for 20-30 minutes a night and logging it on their reading logs.

Thanks for all the support and wonderful learning you are facilitating at home! You have fantastic kids!

**Yreka:**

Jonathan Dove:

The science program is moving forward with in class lab activities, and we have a couple of outdoor science field trips coming up this month with Christian Birch from SCOE. We will be going for a hike on Mt Shasta to Horse Camp, and will be visiting Pluto Cave near Big Springs.

Kate O'Brien-Mann:

Our CTE Agricultural Science class has been really active in your Yreka Community Garden plot. We've harvested winter squash, popcorn and dried beans that students sowed in June 2021. We planted garlic and some fall radishes, lettuce and spinach. We recently visited the Yreka Farmers' Market and we'll be traveling to Hunter Orchards this week to visit their pumpkin patch and learn about how Hunter Orchards farm has been growing organically for over 30 years!

**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: Policies, NU-SCS unaudited actuals

**Fiscal Implications:**

None

**Contact Person/s:**

Shari Lovett, Jere Cox

**Agenda Item 7.**  
**NEXT BOARD MEETING**

**Subject:**

7.2 Next Board Meeting Date: November 11th

**Action Requested:**

None

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

The next board meeting is based on the board adopted meeting schedule.

**Fiscal Implications:**

None

**Contact Person/s:**

Shari Lovett, Jere Cox

**Agenda Item 8.**

**OPEN SESSION BEFORE CLOSED SESSION**

**Subject:**

8.1 The Board Chair will verbally review items to be discussed during Closed Session as listed below.

8.2 Closed Session Open Hearing

Under this item, the public is invited to address the Board regarding items that are on the Closed Session. Speakers are limited to three minutes each. The Board is not allowed under the law to take action on matters that are not on the agenda.

8.3 Adjourn to Closed Session

The Board will adjourn to closed session pursuant to Government Code 54950 - 54962. Closed Session attendees will include: Board members; Shari Lovett, Director; Tammy Picconi, Director of Fiscal Services; and other individuals that may be invited to attend by the Board.

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

**Action Requested:**

None

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

None

**Fiscal Implications:**

To be determined

**Contact Person/s:** Shari Lovett, Jere Cox

**9. RECONVENE IN OPEN SESSION**

9.1 Report of action taken during Closed Session

**Agenda Item 10.**

**ADJOURN**