

# Northern United - Humboldt Charter School



## 2024-2025 School Handbook

[www.nucharters.org](http://www.nucharters.org)

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# Welcome to Northern United - Humboldt Charter School

Dear Parents/ Guardians:

On behalf of our teachers, support staff and myself, I would like to welcome you and your child to the 2024-2025 school year with Northern United – Humboldt Charter School. Our vision is to serve families seeking a non-traditional, flexible educational setting and we value the commitment you have made to become part of our educational community.

We use a notification system called Parent Square. This system allows our schools to efficiently give alerts and notifications to parents. These notifications are delivered in multiple ways (i.e. phone calls, texts and emails) based on the preference of the parent. By using these notification systems, we hope to increase our home to school communication and parent engagement.

We are proud to announce that our school is an AVID school! AVID is a research-based curricular program utilizing strategies that develop critical thinking, literacy and math skills across all content areas while teaching skills and behaviors for academic success, provides intensive support with tutorials and strong student/teacher relationships, creates a positive peer group for students and develops a sense of empowerment for personal achievement gained through hard work and determination.

As part of our continued commitment to academic excellence, we have significantly increased the number of college preparatory courses offered as well as increased opportunities for career technical education, dual-enrollment and co-enrollment. In addition, we offer several Career Technical Education pathways for our high school students.

We also realize the importance of a positive school climate. All learning centers serving elementary students have been trained in using the CharacterStrong curriculum. This program offers students instruction on specific social skills. Also, all staff have been trained in PBIS, positive behavior intervention strategies. This research-supported framework improves student behavior and school climate.

I want to be sure that you are all aware of our student services team. Our counselors are here to support our secondary students with college and career counseling. Our counselors offer a variety of academic services including, but not limited to, an academic transition plan from middle to high school, four-year graduation planning, and college and career readiness skills. Our counselors also offer guidance on and resources for social/emotional intervention. They have a wealth of knowledge and are a valuable resource! Please speak with your student's teacher for more information or refer to the counseling page on the school website for contact information and more about the services provided.

We welcome and desire feedback and we invite you to get involved! One opportunity to be involved is by participating in one of our parent LCAP meetings and completing our LCAP survey. In the near future you will receive more information regarding the dates and locations of the meetings and directions on how to access the survey. You can also speak with your child's teacher regarding ways you can be involved. Please let us know how we are doing so we can continue to provide the best possible education for your child.

I look forward to this year with all the wonderful additions and I hope that you and your student experience an academically successful year.

Sincerely,

Shari Lovett  
School Director  
Northern United Charter Schools



## Northern United - Humboldt Charter School 2024-25 SCHOOL CALENDAR

School Months	180 Days Taught	Total Number of Instructional Days					Holidays and Special Notes
		Mon	Tues	Wed	Thurs	Fri	
August 26, 2024	LP1	26-Aug	27	28	29	30	School Starts - Aug 26
to		2-Sep	3	4	5	6	Labor Day - Sept 2
September 20, 2024		9	10	11	12	13	
Instructional Days	19	16	17	18	19	20	
September 23, 2024	LP2	23	24	25	26	27	
to		30	1-Oct	2	3	4	
October 18, 2024		7	8	9	10	11	
Instructional Days	20	14	15	16	17	18	
October 21, 2024	LP3	21	22	23	24	25	
to		28	29	30	31	1-Nov	
November 15, 2024		4	5	6	7	8	
Instructional Days	19	11	12	13	14	15	Veterans Day - Nov 11
November 18, 2024	LP4	18	19	20	21	22	
to		25	26	27	28	29-Nov	Thanksgiving Holiday Week - Nov 25-29
December 13, 2024		2-Dec	3	4	5	6	
Instructional Days	15	9	10	11	12	13	P1 Ends - Dec 13
December 16, 2024	LP5	16	17	18	19	20	
to		23	24	25	26	27	Winter Break - Dec 23-Jan 3
January 24, 2025		30	31	1-Jan	2	3	
Instructional Days		19	20	21	22	23	24
January 27, 2025	LP6	27	28	29	30	31	
to		3-Feb	4	5	6	7	
February 21, 2025		10	11	12	13	14	
Instructional Days	15	17	18	19	20	21	Presidents Week - Feb 17-21
February 24, 2025	LP7	24	25	26	27	28	
to		3-Mar	4	5	6	7	
March 21, 2025		10	11	12	13	14	
Instructional Days	20	17	18	19	20	21	P2 Ends - Mar 21
March 24, 2025	LP8	24	25	26	27	28	
to		31	1-Apr	2	3	4	
April 18, 2025		7	8	9	10	11	Spring Break - Apr 7-11
Instructional Days	15	14	15	16	17	18	
April 21, 2025	LP9	21	22	23	24	25	
to		28	29	30	1-May	2	
May 16, 2025		5	6	7	8	9	
Instructional Days	20	12	13	14	15	16	
May 19, 2025	LP10	19	20	21	22	23	
to		26	27	28	29	30	Memorial Day - May 26
June 12, 2025		2-Jun	3	4	5	6	Semester 2 Ends - Jun 12 (88 days)
Instructional Days	18	9	10	11	12		Last Day of School - Jun 12 (180 days)

Note: Bold borders on individual days represent federal or local holidays.

Revised 2/28/2024

## Independent Study

Congratulations on your choice to enroll your child in an independent study program! By choosing this form of education, a student must develop the ability to be self motivated and to take responsibility for one's choices in creating an overall educational plan or master agreement. For the student, it is important to understand that independent study requires self reflection and an increased educational responsibility for achieving one's personal educational objectives. There is also a responsibility upon the parent as the student's primary educator and student advocate.

### **Overview:**

Independent study is an alternative instructional methodology choice that is meant to serve the student's specific educational needs, interests, aptitudes, and abilities. Northern United - Humboldt Charter School ("NU-HCS") is a non-profit, non-classroom based independent study charter school. Non-classroom based instruction allows for distance learning, home study or home-based learning, as well as an option for participation in learning center enrichment classes. In collaboration with a student's Independent Study Teacher (IST), a parent has the privilege and opportunity to create a master agreement that offers a personalized learning approach.

### **Academic Instruction through Independent Study:**

1. Allows students to study at their own pace within the limits of compulsory attendance requirements
2. Creates a bridge between the school and the community
3. Challenges each student to excel in his or her area of special interest and abilities
4. Provides an alternative for students to achieve competency and mastery in basic skills
5. Allows children to be educated at home
6. Encourages the student's resourcefulness
7. Facilitates the student's active participation in his or her own education
8. Offers real flexibility in the design of an educational program, including the grouping of independent study students to focus on common educational objectives
9. Offers effective educational choices to students and families

### **Independent Study Teacher (IST) Responsibilities:**

- Collect and submit enrollment and immunization paperwork to administration
- Complete and submit a "Master Agreement"--a personalized learning plan where the parents, student and IST documents a student's individual educational goals.
- Communicate with the student and parents in support of student's Master Agreement
- Complete Student Portfolios (each semester)
- Complete Learning Records (each month)
- Complete Report Cards (each semester)
- Complete Assessments (diagnostic, formative and summative)
- Administer State Standardized Testing

- Complete Drops, Transfers and Attendance
- Initiate Missed Assignment process in accordance with NUCS policy

**Parent Responsibilities:**

- Actively collaborate with IST as a co-facilitator of student’s educational goals
- Communicate with IST in support of student’s Master Agreement
- Complete required enrollment and immunization paperwork in a timely manner
- Parents are encouraged to volunteer
- Parents are encouraged to form a Parent Advisory Council (“PAC”) to be responsible for parent involvement in school activities, fundraising, and advising the Charter School Board of Directors or join existing Parent Committees
- Update the Charter School about any changes in contact information and/or parent driver information- such as, but not limited to: mailing address, medical and driver insurance changes.
- Assume responsibility for all educational materials, books, or supplies and ensure that they are returned in good condition prior to last day of school
- Support student with their work at home

**Student Responsibilities:**

- Commit to a self-directed Independent Study learning model upon signing the Master Agreement
- Complete statewide and district testing
- Complete assignments in a timely manner
- Attend all scheduled meetings and classes, and communicate any changes in a timely manner
- Follow PBIS school-wide model of behavior (Be Safe, Be Respectful, Be Responsible)

**Enrollment:**

*The following are questions and points of reflection for parents and students to consider prior to enrollment:*

1. What is your child’s learning style?
2. What are your child’s educational strengths and in what content area does your child need more support?
3. What are the educational and personal goals that motivated you to choose Personalized Learning?
4. As a parent, are you able to monitor your child’s educational activity during school hours?
5. Are you able to provide transportation for your child to learning center classes, appointments and field trips?
6. Are you able to seek out sports and/or extra-curricular activities that may not be offered by your local learning center?
7. As a student, are you able to take responsibility for individual educational goals, objectives and self reflection?
8. As a parent or student, are you able to consistently communicate with your assigned Independent Study Teacher, which may include: regularly scheduled parent/teacher/student meetings, phone calls, texts, email, and newsletters?
9. As a student, do you have the ability to work or study independently with limited supervision by a certificated teacher?



10. As a parent of a student attending a learning center, are you willing to volunteer?

Families must complete the following steps for enrollment:

- All students must complete an Enrollment Application.
- Once an Enrollment Application is complete, a student will be referred to the appropriate learning center/teacher. If applicable, the student application will be included in a lottery.
- After the enrollment application window has closed and a student has been granted a space in a learning center or on the roster of an IS teacher, the IS teacher will contact the family and initiate or complete the student enrollment process.

**Determining Student Program Fit:**

In determining which program best fits each student’s needs, the following factors will be used:

**For all students:**

- student age and grade level
- student’s educational needs
- students enrolling in grade twelve must attend at least one semester in order to receive a high school diploma.

**For Center-based programs:**

- compatibility of center and the program offered to the student’s overall educational needs
- daily transportation arrangement by parent

**For Home-based students:**

- availability of parental support
- student access to interaction with peers and extracurricular activities
- motivation level of student
- enrollment/attendance history

**Non-Profit Board**

Northern United Charter Schools is a California nonprofit public benefit corporation, with the purpose of managing, guiding, directing and promoting two public charter schools: Northern United - Humboldt Charter School and Northern United - Siskiyou Charter School. Our schools are governed by a corporate Board of Directors in accordance with its adopted bylaws, which is consistent with our charter document. Currently, our Board has five members with representation from both Humboldt and Siskiyou counties. In accordance with our charter document, our Board of Directors are community members and/or family members of students that attend our school.

**2024-2025 Board of Directors:**

- Rosemary Kunkler - President
- Briana Oesterle - Vice President
- Jere Cox
- Melissa Johnson
- Brian Payton

**Meeting Information:**

Northern United Charter Schools welcomes parents and community members to its regular meetings, scheduled the second Wednesday of every month, at 4 pm, unless otherwise noted. Please visit our website for a detailed schedule. The meetings are held at the Cutten Resource Center in Eureka, CA and teleconferenced to Siskiyou County. Your interest is encouraged and appreciated. Board agenda materials are available on our website. All Board meeting agendas are posted at each learning center and on our website 72 hours prior to the scheduled meeting.

## Vision/Mission Statement

**Our Vision:** Northern United Charter Schools is a school wherein every student is future ready:

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

**Our Mission:** Northern United Charter Schools, in partnership with parents and community, will engage all students in a comprehensive education preparing them to be confident, competent, and proactive citizens in a diverse society.

**Our Strategic Mission Goals:**

1. We will design and implement dynamic learning experiences to ensure all students are future-ready learners.
2. We will recruit, develop, retain and recognize an exceptional, highly motivated staff to optimize student engagement and learning.
3. We will communicate in a timely, open manner and engage parents and community members in positive partnership opportunities in our schools.
4. We will provide resources and support systems that enhance a positive learning environment and foster student and community pride.

## Charter Organization

In order to effectively serve such a large geographic area, Northern United - Humboldt Charter Schools offers a home-based and learning center based personalized learning program. Several learning centers have been established throughout the area to best meet the needs of each region's students. These learning centers vary from providing college-style class schedules to a more traditional experience that delivers the majority of the mandated instructional minutes. The complete list of learning centers and contact information is listed below.

**Humboldt Learning Centers:**

- Cutten Learning Center – Eureka 707-442-6200
- Eureka Learning Center – Eureka 707-445-0281
- Arcata Learning Center – Arcata 707-822-5661
- Willow Creek Learning Center – Willow Creek 530-629-4393

- Briceland Learning Center – Briceland 707-923-3617

We have a diverse and caring school community that is available to support your students educational goals and answer any of your questions.

**Student Records:**

2120 Campton Road, Eureka, CA 95503  
707- 629-3634

- Amanda Jeffares, Registrar
- Melody Hayhurst, Records Technician

**Administration:**

2120 Campton Rd, Eureka, CA 95503  
707- 445-2660

- Shari Lovett, School Director
- Rebekah Davis, Regional Director
- Sarah Schaefer, Director
- Janna Churchill-Bos, Director of Student Services

**Student Services:**

707- 445-2660

- Wendy Kerr, School Counselor, McKinney Vento School Liaison
- Althea Jones, Community School Coordinator
- Mitch Block, School Psychologist

## General Information

**Dress and Appearance Standards:**

While students are at NU-HCS' learning centers they must adhere to the following dress and appearance standards:

- Shoes must be worn at all times. Sandals must have heel straps. Flip-flops or backless shoes or sandals are not safe or acceptable.
- Clothing, jewelry and other personal items shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, or which advocate racial, ethnic, religious or gender prejudice.
- Clothing, jewelry and other personal items shall be free of advertising, promotions, likenesses, or logos depicting items inappropriate for student use (drugs, alcohol, tobacco, etc.).
- Clothing shall be sufficient to completely conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, spaghetti straps, and skirts or shorts shorter than mid-thigh are prohibited.

**Parent Leadership Opportunities:**

We believe in the collective and collaborative work of all stakeholders in helping our students reach academic success. We encourage our parents to be involved to help achieve this goal.

The following are committees in which parents can be involved:

- Community School Advisory Council
- Parent Advisory Committee
- Learning Center Nonprofit Parent Groups

Contact your center coordinator for more information about these committees and other center based activities/groups.

**ParentSquare Communication:** Parent Square is the platform we use to digitally communicate to our families about timely reminders and necessary information. Please contact your teacher or learning center administrator to get registered, update your contact information and/or stay updated on all school events.

**Volunteers:**

The School Director or designee may authorize the use of volunteers and shall establish procedures to protect the safety of students. Volunteers shall adhere to school policies, regulations, and rules that are set forth and in accordance with the laws related to tuberculosis testing, fingerprinting, and criminal record checks. At his/her discretion, a staff member who supervises volunteers may ask any volunteer who violates school rules to leave the campus. Staff members also may confer with the School Director or designee regarding any volunteers and their impact on schools' activities.

**Field Trips:**

Northern United - Humboldt Charter School 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 student's 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.

**Parent/Guardian Access to Students During Instructional Time:**

To gain access to your student during instructional time please follow the protocol of your student's learning center or IST.

**Fundraising:**

Northern United - Humboldt Charter School learning centers and independent study teachers may provide students and families opportunities to raise funds for field trips, obtainment of new school equipment and supplies, after school enrichment programs, athletics, etc. Participation is voluntary but encouraged as it helps to build, maintain and support student engagement and success.

**Homeless Children and Youth:**

Northern United - Humboldt 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.

The School Director has designated the school counselor as the School Liaison for homeless students.

The Northern United McKinney Vento School Liaison will ensure that:

- Homeless students are identified by school personnel and through coordination activities with other entities and agencies.
- Homeless students enroll in, and have a full and equal opportunity to succeed at NUCS.
- Homeless students and families receive educational services for which they are eligible, including Head Start and Even Start programs, and referrals to health care services, dental services, and mental health services, and other appropriate services.
- 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.

### **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:

- 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; are abandoned in hospitals
- Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
- 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.

### **Enrollment**

Northern United - Humboldt Charter School shall immediately admit/enroll the student (subject to the Charter School’s capacity and pursuant to the procedures stated in the Charter School charter and Board policy), even if the student lacks records normally required for enrollment. Records will immediately be requested from the previous school. If the student needs to obtain immunizations or does not possess immunization or other medical records, the 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. The entire Homeless Children and Youth Policy may be viewed on our website [www.nucharters.org](http://www.nucharters.org). A copy of the policy may be found at any of our facilities.

# Academic

## **Student Outcomes:**

The focus of Northern United - Humboldt Charter School's academics is to make sure every student is future-ready: ready for personal success, college and career ready and ready for a global workplace. Northern United Charter believes that an educated person in the 21st century practices a certain skill set, including: critical thinking, collaboration, communication, problem solving, research, analysis and synthesis.

Northern United - Humboldt Charter School relies on the integrity of students, parents and staff to adhere to principles of academic honesty. *Academic dishonesty, academic misconduct or academic fraud is any type of cheating that occurs in relation to a formal academic exercise. It can include:*

- *Plagiarism: The adoption or reproduction of original creations of another author (person, collective, organization, community or other type of author, including anonymous authors) without due acknowledgment.*
- *Fabrication: The falsification of data, information, or citations in any formal academic exercise.*
- *Deception: Providing false information to an instructor concerning a formal academic exercise—e.g., giving a false excuse for missing a deadline or falsely claiming to have submitted work.*
- *Cheating: Any attempt to obtain assistance in a formal academic exercise (like an examination) without due acknowledgment (including the use of cheat sheets).*
- *Bribery or paid services: Giving assignment answers or test answers for money.*
- *Sabotage: Acting to prevent others from completing their work. This includes cutting pages out of library books or willfully disrupting the experiments of others.*
- *Professorial misconduct: Professorial acts that are academically fraudulent equate to academic fraud and/or grade fraud.*
- *Impersonation: assuming a student's identity with intent to provide an advantage for the student.*

## **Curriculum and Instructional Methodology:**

Northern United - Humboldt Charter School follows the curriculum adoption cycles dictated by the State of California and utilizes state of the art, research and standards based core and supplemental curriculum TK through 12th grade. Instructional practices that are upgraded, continuously, for the purposes of student engagement, access to academics, successful intervention, student success, and application to the greater context are utilized by all staff. The curriculum and instructional methodology may shift given the educational program chosen.

Multi-tiered System of Support: (MTSS) for Academics is utilized by all teachers. The Academic RTI- Response to Intervention, is supported through the use of a clear Student Study Team ("SST") process, data collection and research based curriculum for intervention in all educational programs.

**Assessment:**

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

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

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

**Assigned Work:**

For Independent Study students, the term “assigned work” is more appropriate than “homework.” Assigned work is required for attendance and assessment of student progress. *In order to earn credit and continue participating in independent study, a student must complete assignments within the guidelines established by the Board Policy and dates listed on the Independent Study Master Agreement. If a student does not complete an established number of assignments within the required time period, the student will be evaluated to determine if independent study is the correct option for the student. EC sections 51747(b) and 51747(c)(4).*

If assignments are missed, a letter is sent out regardless of IEP/ 504. If a student has an IEP/504, an IEP amendment meeting should soon follow a missed assignment letter so that a team can determine whether or not lack of work is due to disability. It may be determined the student needs extra support(s) or a change of program. Students may be dropped after going through the missed assignment procedure.

Please see Attendance and Missed Assignments.

**College/Career Support:**

Northern United Charter Schools are Advancement Via Individual Determination (“AVID”) schools. AVID brings research-based strategies and curriculum to educational institutions in elementary, secondary, and higher education. The AVID system provides training and methodologies that educators use to develop students' critical thinking, literacy, and math skills across all content areas throughout the entire school, in what we call schoolwide AVID.

In addition, the secondary aged students have access to a common college and career readiness electronic platform. This can be used to assess their interests and strengths. Each student is assisted by a trained adult to access all that is offered within the program. All 12th graders are offered personal assistance with college and FAFSA applications as well as financial aid counseling. Each 8th-12th grade student will receive guidance in choosing courses that align with the University of California’s A-G requirements. *The intent of the “a-g” subject requirements is to ensure that students have attained a body of general knowledge that will provide breadth and perspective to new, more advanced study.- University of California*

See the High School Section of the handbook for more information.

**English Learners:**

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

**California School Dashboard:**

For more information about how our schools are performing on test scores, graduation rates and other measures of student success please visit [The California School Dashboard](#).

**Academic Support and Helpful Links:**

California Common Core Content State Standards <https://www.cde.ca.gov/be/st/ss/>

IXL-<https://www.ixl.com/>

Khan Academy- <https://www.khanacademy.org/>

## Health and Safety

**School Nutrition Program:** The school provides free nutritional meals to all students. Meals are provided through the School Breakfast Program and the National School Lunch Program. Meals can be arranged through your teacher, learning center administrator, or our administration office.

**Food Allergies:**

If your student has a life-threatening allergy or life threatening illness, please notify the school.

**Medication at School:**

In order for a student to be assisted with medication, the school must have both a written statement from the physician detailing the name of the medication, method, amount, and time schedules by which the medication is to be administered and a written statement from the parent or guardian indicating a desire that the school assist the student in the manner described by the physician.

**Immunizations:**

All students must have all immunizations, oral health and physical health examination requirements before they are fully enrolled and can attend classes.

Students Admitted at TK/K-12 Need:

- Diphtheria, Tetanus, and Pertussis (DTaP, DTP, Tdap, or Td) — 5 doses (4 doses OK if one was given on or after 4th birthday. 3 doses OK if one was given on or after 7th birthday.)



For 7th-12th graders, at least 1 dose of pertussis-containing vaccine is required on or after 7th birthday.

- Polio (OPV or IPV) — 4 doses  
(3 doses OK if one was given on or after 4th birthday)
- Hepatitis B — 3 doses  
(not required for 7th grade entry)
- Measles, Mumps, and Rubella (MMR) — 2 doses  
(Both given on or after 1st birthday)
- Varicella (Chickenpox) — 2 doses

These immunization requirements also apply to students entering transitional kindergarten.

California schools are required to check immunization records for all new student admissions at TK/Kindergarten through 12th grade and all students advancing to 7th grade before entry. Parents must show their child's Immunization Record as proof of immunization.

### **Emergency Preparedness Drills:**

The school will conduct regular emergency drills. These will consist of: fire, earthquake, and intruder safety drills. Please contact your child's specific learning center for exact procedures.

### **Diabetes:**

Type 2 diabetes is the most common form of diabetes in adults. Until a few years ago, type 2 diabetes was rare in children, but it is becoming more common, especially for overweight teens. According to the U.S. Centers for Disease Control and Prevention (CDC), one in three American children born after 2000 will develop type 2 diabetes in his or her lifetime. Please contact your child's learning center or teacher for an information sheet regarding type 2 diabetes. The information sheet shall include all of the following:

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

A copy of the information sheet regarding type 2 diabetes is available at:

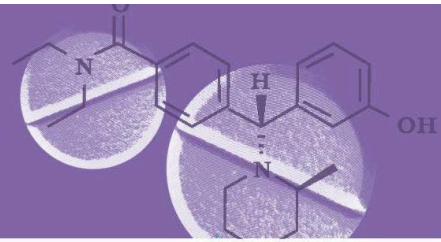
<https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

### **Opioid:**

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

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

# PRESCRIPTION OPIOIDS: WHAT YOU NEED TO KNOW



Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

## WHAT ARE THE RISKS AND SIDE EFFECTS OF OPIOID USE?

**Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use.** An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed:

- Tolerance—meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

As many as  
**1 in 4**  
PEOPLE\*



receiving prescription opioids long term in a primary care setting struggles with addiction.

\* Findings from one study

## RISKS ARE GREATER WITH:

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

Avoid alcohol while taking prescription opioids. Also, unless specifically advised by your health care provider, medications to avoid include:

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids



U.S. Department of  
Health and Human Services  
Centers for Disease  
Control and Prevention



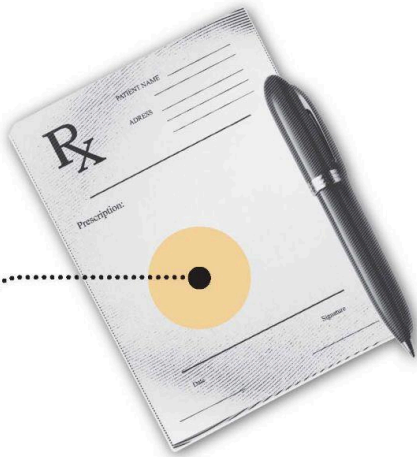
American Hospital  
Association®

CS264107C May 9, 2016

## KNOW YOUR OPTIONS

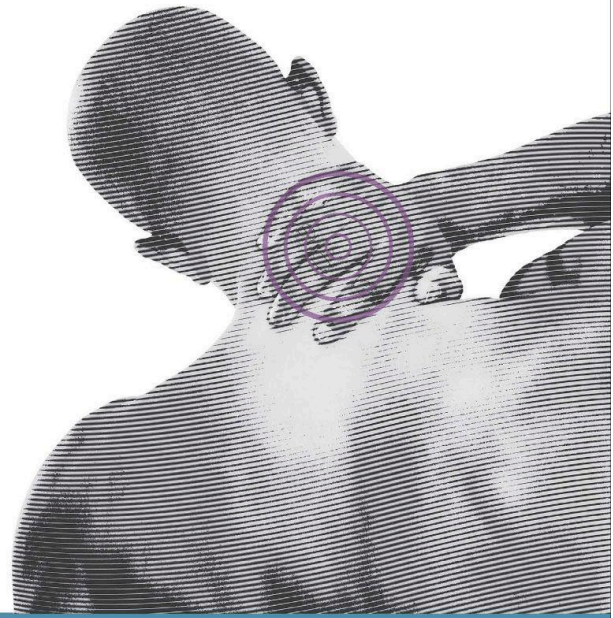
Talk to your health care provider about ways to manage your pain that don't involve prescription opioids. Some of these options **may actually work better** and have fewer risks and side effects. Options may include:

- ❑ Pain relievers such as acetaminophen, ibuprofen, and naproxen
- ❑ Some medications that are also used for depression or seizures
- ❑ Physical therapy and exercise
- ❑ Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.



### Be Informed!

Make sure you know the name of your medication, how much and how often to take it, and its potential risks & side effects.



## IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- ❑ Never take opioids in greater amounts or more often than prescribed.
- ❑ Follow up with your primary health care provider within \_\_\_ days.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- ❑ Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- ❑ Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- ❑ Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or flush them down the toilet, following guidance from the Food and Drug Administration ([www.fda.gov/Drugs/ResourcesForYou](http://www.fda.gov/Drugs/ResourcesForYou)).
- ❑ Visit [www.cdc.gov/drugoverdose](http://www.cdc.gov/drugoverdose) to learn about the risks of opioid abuse and overdose.
- ❑ If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE | [www.cdc.gov/drugoverdose/prescribing/guideline.html](http://www.cdc.gov/drugoverdose/prescribing/guideline.html)

# Discipline Policy and Guidelines

## **Positive Behavior Interventions and Support:**

Northern United - Humboldt Charter School utilizes PBIS as its primary system for encouraging a positive school wide climate. Positive Behavior Interventions and Supports (PBIS) is a proactive approach to establishing the behavioral supports and social culture for all students in a school to achieve social, emotional and academic success. (PBIS.org)

### CORE COMPONENTS OF PBIS

- Development of clear behavioral expectations and routines for staff and students
- Direct and continual teaching of expectations
- Acknowledge desired behaviors
- Focus on proactive supports for the prevention of problem behavior
- Make problem behaviors ineffective and inefficient
- High quality instruction
- Multi-tiered levels of intervention/ continuum of behavior supports
- End goal: to make life at a learning center better for all students and staff

## **CharacterStrong:**

CharacterStrong is a Research-Based Social Emotional Learning and Character Education. It provides research-based Pre-K through 12th grade social & emotional learning curricula and professional learning services that positively impact lives.

The curricula and professional learning is grounded in research and focused on fostering the Whole Child with vertically-aligned lessons that teach SEL competencies and character education, side-by-side. SEL competencies include; self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. Character education involves developing thoughtful, healthy, and kind human beings. Our character is informed by our personal values and choices.

## **MTSS (Multi-tiered System of Support):**

A Multi-tiered System of Support for Behavior is utilized by all teachers. The Behavior RTI-Response to Intervention, is supported through the on-boarding of the precepts of the Positive Behavior Interventions and Supports (PBIS) methodology. All personnel who work directly with students are trained and receive refresher trainings on PBIS to ensure the development of clear behavioral expectations and routines for staff and students. Our staff will work closely with Humboldt and Siskiyou County Office of Education in regard to training for Charter School staff in restorative practices as part of our continuing practice of fostering a positive school climate and mitigating the loss of academic progress of our students.

## **Attendance and Missed Assignments:**

Attendance is determined by percentage of work completed, daily engagement and attendance as agreed to on the Master Agreement. In addition, enrollment in an independent study, non-classroom based program does not allow for attendance to be based upon being present at any particular location. However, if a student's Master Agreement specifies a student's

participation in learning center classes, attendance at the learning center is often required in order to complete in-class or collaborative study assignments.

Attendance must be monitored by the IST and parent on a daily basis. If the student is sick, or does not engage in the learning process on any given day, the child may make up the work during an alternative time, however they will not receive attendance for that school day. Incomplete assignments or lack of participation in voluntary attendance at a learning center may be recorded as an absence. Excessive absences will result in the development of an intervention plan to improve the student's attendance.

Northern United - Humboldt Charter School maintains three (3) as the number of missed assignments during a twenty (20) day period 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. After three (3) missed assignments an evaluation will be conducted by the School Director and/or designee and supervising teacher to determine whether it is in the best interests of the pupil to remain enrolled in independent study. As part of the evaluation process, the student and parents 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. 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 parents and student will be notified. Parents may request a hearing. If no hearing is requested, the student shall be removed from the school. The complete Missed Assignment Policy can be viewed on our website [www.nucharters.org](http://www.nucharters.org) or obtained at one of our facilities.

## Technology

### **Introduction:**

Northern United - Humboldt Charter School offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. The goal is to promote educational excellence by providing these electronic resources. The intent is for students to use these connections for purposes consistent with the approved curriculum. Parents and students must read and sign the schools acceptable use policy before a student is allowed to access the schools electronic resources.

### **Educational Purpose:**

Use of school equipment and access to the Internet via NU-HCS 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.

"Educational purpose" means classroom activities, research in academic subjects, career or professional development activities.

"Inappropriate use" means a use that is inconsistent with an educational purpose or that is in clear violation of the Student Acceptable Use Policy. The complete Student Acceptable Use

Policy may be viewed on our website [www.nucharters.org](http://www.nucharters.org). A copy may also be found at all our facilities.

### **Google Suite for Education:**

Northern United - Humboldt Charter School utilizes G Suite for Education (GSFE) for students, teachers, and staff. The following are some of the services available to each student and hosted by Google as part of NU-HCS' online presence in G Suite for Education.

**Mail** - an individual email account for school use managed by NUCS. Students may exchange mail *only with others within* NU-HCS, i.e. only with others having a *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. GSFE services may be added or removed as deemed appropriate by NU-HCS.

## **Special Education**

Northern United - Humboldt Charter School serves students with disabilities in both general and special education programs in accordance with federal and state laws guiding public school practices. NU-HCS uses multi-tiered systems of support that begin with research based practices serving all students, monitoring the educational progress of all students, and providing increasing levels of support based upon the individual's needs. If your child is having difficulty accessing their educational program, please contact your teacher for further support and guidance.

## **High School Information**

Choice in education is the philosophy of Northern United - Humboldt Charter School. NU-HCS allows students the ability to fulfill graduation requirements in a manner consistent with the philosophy of the school. In addition we are committed to implementing curriculum that meets all requirements of the state of California, standards set by WASC and the University of California a-g requirements.

As an independent study charter school we are committed to providing personalized, relevant, and rigorous learning experiences. Consequently, opportunities for fulfilling graduation requirements are numerous. In addition, secondary students have access to concurrent enrollment opportunities at post secondary institutions of higher education.

By choosing this form of education, a student must develop the ability to be self motivated and to take responsibility for her/his choices in developing an overall academic plan and master agreement. It is important to understand that independent study requires self-reflection and increased educational accountability for achieving personalized educational objectives.

Our independent study program allows students to take high school level and some college preparatory courses while focusing on their individual needs and interests. Participation in this program allows students greater flexibility with their time, the opportunity to incorporate community activities and events into their curriculum, and a chance to be more of an independent learner.

This section is designed to provide you with the basic information about our schools' secondary program, requirements, academic standards, and policies. We encourage parent/guardian involvement in the education of their student. Please review this handbook, keeping in mind that we also encourage students and their families to inquire with their teacher or the counselor for more information.

### High School Graduation Minimum Requirements

Subject Area	Credits Required
English	40 credits
Mathematics	30 credits: 3 years of sequential mathematical content beginning with Algebra I.
Science	20 credits: 10 credits Life Science - Ex: Biology, Anatomy and Physiology 10 credits Physical Science- Ex: Earth Science, Chemistry
Social Science	30 credits: 10 credits World History and 10 credits US History 5 credits US Government and 5 credits Economics
Technology:	5 credits
Life Skills PE:	20 credits
Health:	5 credits
Visual Performing Arts (VPA) / Foreign Language	10 credits: 10 credits of the same foreign language or 10 credits of a VPA in the same discipline
Electives	60 credits: Students are encouraged to take a variety of Electives to realize their own special interests, talents, and abilities.
<b>Total:</b>	<b>220 High School Credits</b>

## College Admissions Requirements:

To meet the minimum requirements for admission to the California State University system or the University of California system, students must complete 15 year long high school courses with a grade of C- or better, at least 11 of them prior to senior year. These courses are referred to as the a-g Requirements. These subject requirements are listed below

### The A-G Subject Requirements

- **History/social science (“a”)** – *Two years*, including one year of world history, cultures and historical geography and one year of U.S. history, or one-half year of U.S. history and one-half year of American government or civics.
- **English (“b”)** – *Four years* of college preparatory English that integrates reading of classic and modern literature, frequent and regular writing, and practice listening and speaking.
- **Mathematics (“c”)** – *Three years* of college-preparatory math, including or integrating the topics covered in elementary and advanced algebra and two- and three-dimensional geometry.
- **Laboratory science (“d”)** – *Two years* of laboratory science providing fundamental knowledge in at least two of the three disciplines of biology, chemistry and physics.
- **Language other than English (“e”)** – *Two years* of the same language other than English or equivalent to the second level of high school instruction.
- **Visual and performing arts (“f”)** – *One year* chosen from dance, music, theater or visual arts.
- **College-preparatory elective (“g”)** – *One year* chosen from the “a-f” courses beyond those used to satisfy the requirements above, or courses that have been approved solely in the elective area.

## California Universities and State Colleges A-G College Minimum Admission Requirements

a-g	University of California (UC) and California State University (CSU) a-g Subject Requirements	
<b>a</b>	History/ Social Science	20 credits/ 2 years
<b>b</b>	English	40 credits / 4 years
<b>c</b>	Mathematics	30 credits/ 3 years (4 years recommended)
<b>d</b>	Laboratory Science	20 credits / 2 years (3 years recommended)
<b>e</b>	Language other than English	20 credits / 2 years of the same language
<b>f</b>	Visual & Performing Arts (VPA)	10 credits / 1 year of the same VPA
<b>g</b>	College Preparatory Electives	10 credits / 1 year of advanced courses in Math, English, Lab Science, Social Science, or a College Prep Elective
<b>All courses must be completed with a C- OR better</b>		<b>Total: 150 credits/ 15 courses, 11 completed by senior year</b>



## College Entrance Exams and Advanced Placement (AP) Exams:

Along with a C average in the a-g requirements, the SAT and ACT college entrance exams are often one aspect of college admissions.

Students who take any test in the SAT Suite of Assessments have access to video lessons and can sign up to receive personalized SAT study resources based on their test results at Khan Academy. Their Khan Academy® practice experience is tailored to meet individual student needs.

**College Board:** <https://www.collegeboard.org/>

- **SAT** -The SAT is a standardized test widely used for college admissions
- **PSAT/ NMSQT** -The Preliminary SAT, also known as the PSAT/NMSQT® (National Merit Scholarship Qualifying Test), is a preparatory version of the SAT exam. If you earn a high score on the PSAT your junior year, you could qualify to receive a National Merit Scholarship. Most students take the exam in both 10th and 11th grade.
- **PSAT 10**- You can only take the PSAT once per year. Sophomores can take the PSAT/ NMSQT in the fall or the PSAT 10 in the spring.
- **PSAT 8/9** - Available to eighth and ninth graders to practice the exam and become familiar with structure and content.
- **ACT** - American College Testing <https://www.act.org/> The ACT is a standardized test used for college admissions in the United States.
- **AP Courses** - Advanced Placement is a program run by College Board that allows you to take a college level courses in your high school. **College Board:** <https://www.collegeboard.org/>
- **AP Exams** - The Advanced Placement college level exam that if passed with a score of 3, 4 or 5 could earn you college credits.

## Four Year Academic Planning:

Northern United - Humboldt Charter School encourage freshmen to make individual four year plans with their teacher. The counselor is available to tailor these plans to meet the individual needs of each student. On a yearly basis, the plan can be reviewed and amended as needed to meet the student's evolving interests and goals. This four year plan is intended to help guide the student through their core subjects, graduation requirements, and to meet the a-g college admission requirements. For a four year academic planning guide to support a-g eligibility, please ask your teacher.

Freshman	Sophomore	Junior	Senior
CP English 9	CP English 10	CP English 11	CP English 12
Integrated Math 1 **(Please see the alternate math pathways offered at NU Charter Schools below)	Integrated Math 2	Integrated Math 3	(A fourth year of Math is recommended by the University of California)
Computer/ Health	CP World History	CP U.S. History	CP Government/ Economics
	Biology	Earth Science/ Chemistry	Physics
P.E.	P.E.		

Foreign Language/ VPA	Foreign Language (a-g)	Elective	Elective
Elective	Elective	Elective	Elective

### Course Sequencing:

Informed and purposeful course sequencing allows students to build upon a knowledge base in the above core subjects. The above table demonstrates the recommended sequence in which students should fulfill their high school core subject requirements.

Northern United Charter Schools' graduates are required to complete three years of sequential mathematical content. At Northern United Charter Schools we offer two math pathways that a student can choose from to meet high school requirements. Please note that either pathway can be met using a textbook or an online learning platform. A personalized learning plan can also utilize a combination of both.

Traditional Pathway: \*CP Algebra 1 → CP Geometry → CP Algebra II

Integrated Pathway: \*CP Integrated Math I → CP Integrated Math II → CP Integrated Math III

***\*CP Algebra I and Integrated Math I can be taken in a slower paced two year sequence of IA and IB***

### Online Learning Platforms:

In addition to textbook curriculum Northern United - Humboldt Charter School offers online learning platforms to give students more access and choice to fulfill both graduation and high school requirements

- **Apex-** Digital curriculum to personalize learning. Digital curriculum can personalize learning to better meet the needs of all students and to increase academic performance. It is versatile, adaptable and broad in scope, and is integrated into our educational environment to reach a diverse range of students.
- **Cyber High-** For students whose needs are not always met by traditional classrooms. Online courses offer individualized instruction which can be a meaningful alternative.

### Awards and Honors:

#### Valedictorian (top GPA ) and Salutatorian (2<sup>nd</sup> GPA)

The selection of the Valedictorian and Salutatorian will be based on a student's Academic GPA from summer prior to ninth grade summer through senior fall semester.

#### Northern United - Humboldt Charter School Outstanding Graduate Award (OGA)

This award honors two exemplary high school seniors, one from each region. Students are nominated for academic records, leadership, and community activities, and demonstrated commitment to learning and exemplary citizenship. This award is accompanied by a monetary gift.

#### NU-HCS Honors

Given to graduates who have met the criteria of a 3.5 Academic GPA.

### **President's Education Awards Program (PEAP)**

The purpose of this program is to provide recognition to students whose outstanding efforts have enabled them to meet challenging standards of excellence. There are two categories for this award:

- *President's Award for Educational Excellence:* Based on academic achievement (GPA 3.5 to 4.0 and test scores/teacher recommendation)
- *President's Award for Educational Achievement:* Student demonstrates outstanding educational growth, improvement, commitment, or intellectual development in their academic subjects. Its purpose is to encourage and reward students who give their best efforts often in the face of special obstacles.

### **Seal of Biliteracy**

This is an award upon graduation that certifies a high level of proficiency in speaking, reading, and writing in at least 2 languages; one of which is English. The seal formally recognizes biliteracy as an asset and a 21st century skill needed in an interconnected, diverse world. This award can be awarded to students who acquire proficiency in a second language or to native speakers of other languages who become fully proficient in English. (Includes sign language).

### **Golden State Seal Merit Diploma (GSSMD)**

To be eligible for this award students must be receiving a high school diploma and have demonstrated mastery of the curriculum in at least six subject matter areas. They include English Language Arts (ELA), Mathematics, Science, U.S. History, and two subject matter areas which can include coursework not already selected in ELA, Math, Science, US History.

### **American Citizenship Award**

Rewards students who: Participate in school and community service; show a positive attitude towards classmates, school, and their community; display an understanding and appreciation of civic responsibility; possess strength of character and the courage to do what is right; and promote citizenship with their school or community through other activities.

### **Work Experience and Work Permits:**

It is the policy of Northern United - Humboldt Charter School to encourage students to gain work experience as part of their education. To participate in the work experience program a student under the age of 18 is required to have a work permit on file. To obtain a work permit a student must maintain a grade point average of 2.0 or higher. To learn more about work experience or work permits, ask your student's teacher.

### **Driver's Education:**

Northern United - Humboldt Charter School offers a driver's education course. When the course is complete, a DMV pink slip is issued by the school. However, NU-HCS does not offer behind the wheel driver's training. Consult with your student's teacher to learn more.

### **Community College Co Enrollment:**

Northern United - Humboldt Charter School encourages students to enroll in community college courses when it is deemed appropriate by the parent and the student's teacher. A student enrolled in NUCS must carry at least 20 credits in addition to any courses taken at a community college. A student enrolled in at least 20 credits may take up to 12 credits at a community

college as long as the community college's general criteria for admitting high school students is met. Students who complete a college course have the opportunity to earn high school credit for their college coursework.

### **Physical Fitness Testing:**

All grade 9 students are required to participate in the Physical Fitness Test (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.

### **Condom Availability Program:**

Northern United - Humboldt Charter School is committed to engaging all students in a comprehensive education, by preparing them to be confident, competent and proactive citizens in a diverse society. As such, NU-HCS supports California's policy of comprehensive sexuality education which teaches that abstinence is the only 100% effective way to avoid sexually transmitted infections (STIs), Human Immunodeficiency Virus (HIV) and pregnancy. However, NU-HCS also believes it has a responsibility to take steps to prevent pregnancy among minors, HIV infection and Acquired Immune Deficiency Syndrome (AIDS) and other sexually transmitted diseases among students who do not abstain from sexual activity. Therefore, students are provided information regarding condom use, with medically accurate statistics citing the failure and success rates of condoms in preventing pregnancy, AIDS, and other STIs. This education is provided through comprehensive sexuality education in middle school and high school. Condoms will be available to high school students in conjunction with an appropriate session with trained staff to identify risk factors and connect students to appropriate resources and supports as needed. Condoms will be packaged with educational/instructional materials. Student participation in this program is entirely voluntary.

## **Humboldt County Community Based Resources**

### **Community Based Physical Education, Art and Music**

See [Kid's Digest](#) - A complete list of resources and activities for students in Humboldt County

#### [Big Brothers, Big Sisters of the North Coast](#)

428 C Street, Suite G  
Eureka, CA 95501  
Phone: 707-445-4871  
Fax: 707-445-1405  
[info@ncbbbs.org](mailto:info@ncbbbs.org)

#### [Eureka City Recreation Division](#)

1011 Waterfront Dr/ (707) 441-4241  
[Basketball-Hoopsters Eureka](#)

#### [Parks and Recreation Division](#)

736 F Street, Arcata/ 707-822-7091

#### [Arcata Playhouse Youth Workshops](#)

#### [Humboldt State Music Academy Youth Programs](#)

#### [Insider Humboldt Lifestyle & Community](#)

#### [Events for Kids](#)

#### [Humboldt Youth Soccer League](#)

## Mental Health & Family Resource Centers

**Dept. Health and Human Services - Children, Youth & Family Services / Mental Health Services.** Phone: (707) 268-2800, Address: 1711 3rd Street, Eureka, California 95501

Services are provided in collaboration with [Child Welfare Services](#), Public Health, the Probation Department, and community organizational providers. Offers individual counseling services and case management services for children who are Medi-Cal beneficiaries.

Services include:

- Assessment, treatment, medication support and case management for children, youth and families.
- The *Northern California Regional Facility's New Horizons Treatment Program* is an 18-bed locked residential facility that provides mental health services as part of an integrated program for adjudicated youth in the juvenile probation system. [Aggression Replacement Training \(ART\)](#), a research-based skill training system presented in group format, is the centerpiece of the treatment program. Residents also receive individual and family therapy, case management and medication support. Residents and their families also participate in Family Team Meetings. Aftercare treatment services are available to the youth and families with the same therapists and case managers they worked with during the in-custody portion of the program.
- *Functional Family Therapy (FFT)* is an evidence-based brief family therapy model provided to adolescents, 11 to 18, and their families (including younger siblings) exhibiting, delinquency, violence, substance abuse and family conflict. Sessions are most often provided in the family home but can also be provided in other community settings or in the Children's Outpatient Clinic.
- *Healthy Alternatives* is a court-ordered treatment program for youth in the juvenile justice system with mental health needs. Youth receive more frequent court reviews, FFT and intensive probation case management and supervision.
- [Alcohol and Other Drugs \(AOD\) Services](#) provide screening, treatment, and referral services for Transition-Age Youth (TAY) ages 16-26 years.
- Organizational and Fee for Service Providers, located throughout the community, including schools, offer individual counseling services and case management services for children who are Medi-Cal beneficiaries.
- Therapeutic Behavioral Services are contracted Medi-Cal mental health specialty services for children and youth who meet strict eligibility criteria while receiving other mental health services.

**Changing Tides-** Contact: 707-444-8293 or [info@changingtidesfs.org](mailto:info@changingtidesfs.org) 2379 Myrtle Ave, Eureka

Changing Tides Family Services provides a range of mental health services to individuals who have full scope MediCAL insurance. Services include individual and group therapy, case management and brokerage services, therapeutic behavioral services, and other mental health services which are intended to support children and youth up to age 20. Services are offered at 2379 Myrtle Avenue, Eureka, and also at many community locations. Staff include licensed clinicians and other highly trained personnel.

**Marshall Family Resource Center-** Building resilient students, strong families & a healthy community  
Contact: 707-441-2516 or 441-2404, fax 707.441.0295 2100 J St. Eureka, CA

- RESOURCE AND REFERRAL SERVICES- our staff is available to ensure you have full access & connection to the multitude of programs, services and resources available to the community of Eureka
- EMERGENCY FOOD CLOSET-we can help connect you to food stamps, ECS's school free breakfast and lunch program, the local Food Bank, and Eureka's Free Meal or come pick up a bag of groceries at the FRC's Food Closet
- CLOTHING CLOSET - the FRC has a clothing closet available filled with gently used clothing
- HOUSING- the FRC gives you access to the myriad of rental lists, shelters and supportive housing programs of Eureka
- MENTAL HEALTH COUNSELING- connection to counseling services in the community for students and families
- HYGIENE SUPPLIES- the FRC provides you with soaps, shampoo and toothbrushes among other toiletries

**Southern Humboldt Family Resource Center**, (707) 923-1147 / 344 Humboldt Ave, Redway

- After School Programs: Redway, Casterlin, and AJ Johnson School (Weott)
- Assistance with Basic Needs: Emergency food, clothing, hygiene supplies, housing and transportation
- CalFresh/CalWorks Assistance: Information, application assistance and referrals
- Family Partnership Council
- First Five Playgroups: Meet weekly in Miranda, Casterlin, Shelter Cove, Redway and Infant/Toddler Group (ages 0-2) meets monthly
- Holiday food and gift program.
- On-site professional counseling: licensed therapists serving students, parents, and families
- Meeting and conference rooms: Community groups can reserve space
- Nutrition education
- Parents workshops: 10-week series. Call for more information
- School supplies donated to students
- Student support groups: Friendship, grief, anger management, self-esteem, and other areas
- Weekend food for kids: distributed to eligible families Sept 2015 – June 2016
- Youth Alive! Positive alternative activities for teens (arts, outdoor, community building, leadership)
- FRC staff support: wide range of services

### **Community Resources**

**Humboldt County Office of Education**  
 901 Myrtle Ave  
 Eureka, CA 95503  
 707-445-7000

**Humboldt County Library - Main Branch**  
 1313 3rd Street  
 Eureka, CA 95503  
 707-269-1918

**Cutten Resource Center**

2120 Campton Road  
 Eureka, CA 95503  
 707-476-8406

**Humboldt Social Services**

**CaIFRESH, Medi-Cal**  
 929 Koster Ave  
 Eureka, CA 95501  
 877-410-8809

**211- Humboldt**

Dial 2-1-1

<https://211humboldt.org/>

<h2>Acronyms</h2>
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**Acronyms:**

ACT - American College Testing  
 AP - Advanced Placement  
 AVID-Advancement Via Individual Determination  
 CAASPP-California Assessment of Student Performance and Progress  
 CDE- California Department of Education  
 CELDT-California English Language Development Test  
 ELAC- English Learner Advisory Committee  
 ELL-English Language Learner  
 ELPAC-English Language Proficiency Assessment for California  
 ESL-English as a Second Language  
 FAFSA-Free Application for Federal Student Aid  
 GAFE- Google Apps For Education  
 GPA - Grade Point Average  
 IEP-Individual Education Plan

IST--Independent Study Teacher  
 JTA-Job Training Agreement  
 LCAP-Local Control and Accountability Plan  
 LCFF- Local Control Funding Formula  
 NUCS-Northern United Charter Schools  
 PBIS-Positive Behavior Interventions and Supports  
 PSAT - Pre Scholastic Assessment Test  
 RTI-Response to Intervention  
 SAI- Specialized Academic Instructor  
 SARC-School Accountability Report Card  
 SAT-Scholastic Assessment Test  
 SGI-Small Group Instructor  
 SBAC-Smarter Balanced Assessment Consortium  
 SST-Student Study Team  
 WASC-Western Association of Schools and Colleges

## Acknowledgement

### Confirmation RECEIPT of HANDBOOK

Dear Parent/Guardian and Student:

Thank you for taking the time to read and familiarize yourself with the handbook. This is an important document that goes over academic, behavioral, and attendance expectations. Students will be held accountable for adhering to these guidelines.

Students

Please sign below and return to your teacher. By signing, it indicates that you have read the Northern United - Humboldt Charter School Handbook and understand the rules and regulations.

Signature of Student \_\_\_\_\_

Parents/Guardians

As an informed parent, your signature below indicates you have read the rules and regulations of the Northern United - Humboldt Charter School handbook.

Signature of Parent/Guardian \_\_\_\_\_

Signature of Teacher \_\_\_\_\_

### FORMS

All forms are located on our website: [www.nucharters.org](http://www.nucharters.org)



## Handbook Scavenger Hunt- Secondary

Directions: Use your Student Handbook to answer the following questions and provide the page number.

1. How is attendance at Northern United - Humboldt Charter School determined?

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2. How many credits are required to graduate?

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3. To whom should a student report bullying?

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4. What is considered cheating?

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5. Are cell phones allowed in class?

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6. What services are available for Google Apps for Education (GAFE)?

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7. What is the general criteria for being dual-enrolled in a college course?

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8. List two things that your clothing can not have on it.

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9. What are the responsibilities of an independent study student?

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## Handbook Scavenger Hunt- Elementary

Directions: Use your Student Handbook to answer the following questions and provide the page number.

1. How is attendance at Northern United - Humboldt Charter School determined?

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2. Name one of the board members from your area?

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3. To whom should a student report bullying?

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4. What is considered cheating?

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5. Are cell phones allowed in class?

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6. What services are available for Google Apps for Education (GAFE)?

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7. List the Northern United - Humboldt Charter School mission.

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8. List two things that your clothing can not have on it.

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9. What are the responsibilities of an independent study student?

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# Appendix - Policies

## **S-02 Suicide Prevention Policy**

Adopted on 9/20/2018, 11/10/2021

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

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

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

### **A. Staff Development**

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

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

## **Training:**

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
  - Suicide risk factors, warning signs, and protective factors;
- How to talk with a student about thoughts of suicide;
- How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
- Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
  - Youth affected by suicide;
  - Youth with a history of suicide ideation or attempts;
  - Youth with disabilities, mental illness, or substance abuse disorders;
  - Lesbian, gay, bisexual, transgender, or questioning youth;
  - Youth experiencing homelessness or in out-of-home settings, such as foster care; and
  - Youth who have suffered a traumatic experience.

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
  - The impact of traumatic stress on emotional and mental health;
  - Common misconceptions about suicide;
  - School and community suicide prevention resources;
  - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
  - The factors associated with suicide (risk factors, warning signs, protective factors);
  - How to identify youth who may be at risk of suicide;
  - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Northern United Charter Schools' guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Northern United Charter Schools' guidelines;
  - Northern United Charter Schools-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
  - Northern United Charter Schools'-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
  - Responding after a suicide occurs (suicide postvention);
  - Resources regarding youth suicide prevention;
  - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
  - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

## **Employee Qualifications and Scope of Services**

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

## **B. Parents, Guardians, and Caregivers Participation and Education**

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

## **C. Student Participation and Education**

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

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

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

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

The content of the education may include:

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

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

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

#### **D. Intervention and Emergency Procedures**

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

- School Director
- School Psychologist
- School Counselor

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

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

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

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

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

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

In the event a suicide occurs or is attempted on a Northern United Charter Schools' campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Northern United Charter Schools' School



Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Northern United Charter Schools' School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Northern United Charter Schools' staff may receive assistance from the Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

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

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

#### **E. Supporting Students during or after a Mental Health Crisis**

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

#### **F. Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. Northern

United Charter Schools shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Director to:
  - Confirm death and cause;
  - Identify a staff member to contact deceased's family (within 24 hours);
  - Enact the Suicide Postvention Response;
  - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death;
  - Emotional support and resources available to staff;
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment;
  - Talking points for staff to notify students;
  - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify what social media platforms students are using to respond to suicide death, and identify/train staff to monitor social media outlets if needed;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
- Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
- Support siblings, close friends, teachers, and/or students of deceased
- Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

## **S-16 Student Suspension and Expulsion Policy**

Adopted on 9/20/2018, 11/10/2021

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

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

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

Northern United Charter Schools' administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that these Policy and its Procedures are available on request at each Charter School Learning Center.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom Northern United Charter Schools has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education

students except when federal and state law mandates additional or different procedures. Northern United Charter Schools will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

## **Involuntary Dismissal**

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

Failure to fulfill the terms of the enrollment contract.

If the Northern United Charter Schools' School Director determines that any of the above conditions have been met, the School Director may place the student on a contract to correct the issue for the next thirty (30) calendar days. If the issue has not been corrected at the end of the thirty-day (30) period, the School Director may dismiss the student, subject to the requirements below. If the student has made some progress toward correcting the issue, the School Director may choose to extend the contract for an additional period at his/her discretion. If the student and/or the student's parent/guardian does not agree to such a contract, the School Director may immediately dismiss the student, subject to the requirements below.

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

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

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

### **Enumerated Offenses**

#### **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.

"Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

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

- A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (l) (a)-(b).

- Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

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

- Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

- Brandished a knife at another person.

- Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

- Caused, attempted to cause, or threatened to cause physical injury to another person.

- Willfully used force or violence upon the person of another, except self-defense.

- Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.

- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- Committed or attempted to commit robbery or extortion.



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

own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

"Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

"Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or

other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - An act of cyber sexual bullying.

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

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

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

· A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

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

- Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

- Brandished a knife at another person.

- Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

Northern United Charter Schools will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

- The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

## **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

### **Conference**

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

The conference may be omitted if the Northern United Charter Schools' School Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against the pupil and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

### **Notice to Parents/Guardians**

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

### **Suspension Time Limits/Recommendation for Expulsion**

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Northern United Charter Schools' School Director or designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when Northern United Charter Schools has determined a suspension period shall be extended, such extension shall be made

only after a conference is held with the pupil or the pupil's parent/guardian, unless the pupil and the pupil's parents fail to attend the conference.

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

### **Homework Assignments during Suspension**

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

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

### **Authority to Expel**

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

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

Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Northern United Charter Schools' Board of Directors shall make the final determination.

### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30)

school days after the School Director or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

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

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

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the Northern United Charter Schools' disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

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

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- Northern United Charter Schools must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
- If one or both of the support persons is also a witness, Northern United Charter Schools must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.



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

## **Record of Hearing**

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

## **Presentation of Evidence**

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

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

## **Expulsion Decision**

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

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

## **Written Notice to Expel**

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

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

## **Disciplinary Records**

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

## **No Right to Appeal**

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

## **Expelled Pupils/Alternative Education**

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

## **Rehabilitation Plans**

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

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

The decision to readmit a pupil after the end of the pupil's expulsion term or to admit a previously expelled pupil from another school district or charter school who has not been

readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the School Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The School Director or designee shall make a recommendation to the Northern United Charter Schools' Board of Directors following the meeting regarding the School Director or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

### **Notice to Teachers**

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

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

Notification of Special Education Local Plan Area (SELPA)

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

### **Services during Suspension**

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

### **Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Northern United Charter Schools, the parent, and relevant members of the IEP/504 Team shall

review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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

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

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

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

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

### **Due Process Appeals**

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

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

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

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

### **Special Circumstances**

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

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

- Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### **Interim Alternative Educational Setting**

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

## **Procedures for Students Not Yet Eligible for Special Education Services**

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated Northern United Charter Schools' disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

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

If Northern United Charter Schools knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Northern United Charter Schools had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Northern United Charter Schools shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

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

# **Title IX Policy Prohibiting Discrimination on the Basis of Sex**

Adopted on August 14, 2024

This Title IX Policy Prohibiting Discrimination on the Basis of Sex (“Policy”) contains the policies and grievance procedures of Northern United Charter Schools to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Northern United Charter Schools does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq.*) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.<sup>[1]</sup> Northern United Charter Schools will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Northern United Charter Schools’ education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom does Northern United Charter Schools’ business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as “Title IX”) may be referred to the Northern United Charter Schools’ Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

## **Definitions**

### **Prohibited Sex Discrimination**

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Northern United Charter Schools. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

### **Prohibited Sex-Based Harassment**

Under Title IX, “sex-based harassment” means conduct on the basis of sex that satisfies one or more of the following:

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Northern United Charter Schools to provide an aid, benefit, or service under Northern United Charter Schools' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.
- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Northern United Charter Schools' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - The degree to which the conduct affected the complainant's ability to access Northern United Charter Schools' education program or activity;
  - The type, frequency, and duration of the conduct;
  - The parties' ages, roles within Northern United Charter Schools' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - The location of the conduct and the context in which the conduct occurred; and
  - Other sex-based harassment in Northern United Charter Schools' education program or activity.
- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- Dating violence, meaning violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - § The length of the relationship;
    - § The type of relationship; and



§ The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
  - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
  - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - Shares a child in common with the victim; or
  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.
- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for the person's safety or the safety of others; or
  - Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through Northern United Charter Schools.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking

another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

· Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:

- Sexually oriented or sex-based gestures, notices, epithets, slurs, 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.
- Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

· Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

**Complainant** means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Northern United Charter Schools' education program or activity at the time of the alleged sex discrimination. Complaints may also be made

by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Northern United Charter Schools' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Northern United Charter Schools' education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to Northern United Charter Schools that objectively can be understood as a request for Northern United Charter Schools to investigate and make a determination about alleged sex discrimination.

**Confidential Employee** means an employee of Northern United Charter Schools whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Northern United Charter Schools has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

**Party** means a complainant or respondent.

**Respondent** means a person who is alleged to have violated Northern United Charter Schools' prohibition on sex discrimination.

**Supportive Measures** are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Northern United Charter Schools' education program or activity, including measures that are designed to protect the safety of the parties or Northern United Charter Schools' educational environment; or (2) provide support during Northern United Charter Schools' grievance procedures or during an informal resolution process.

### **Title IX Coordinator**

The Northern United Charter Schools Board of Directors has designated the following employee as the Title IX Coordinator:

Shari Lovett

School Director

2120 Campton Road, Suite H, Eureka, CA 95503

Phone: (707) 445-2660, ext. 110

Email: [slovett@nucharters.org](mailto:slovett@nucharters.org)

The Coordinator is responsible for coordinating Northern United Charter Schools' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Northern United Charter Schools' consistent compliance with Title IX.

### **Reporting Sex Discrimination**

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the 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.

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 promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

### **Privacy**

Northern United Charter Schools acknowledges and respects every individual's right to privacy. All reports and complaints 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 but is not limited to keeping the identity of the reporter and other personally identifiable information 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 designee on a case-by-case basis.

## **Retaliation**

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 complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Northern United Charter Schools from requiring an employee or other person authorized by the Charter School to provide aid, benefit, or service under Northern United Charter Schools' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

## **Confidential Employees**

Contact information for the confidential employees at Northern United Charter Schools, if any, can be found on the Northern United Charter Schools' website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

## **Coordinator's Response to Reports of Sex Discrimination**

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;

- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Northern United Charter Schools could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Northern United Charter Schools from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Northern United Charter Schools' education program or activity.

### **Supportive Measures**

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Northern United Charter Schools' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Regional Director at [rdavis@nucharters.org](mailto:rdavis@nucharters.org) who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Northern United Charter Schools' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

### **Informal Resolution**

At any time prior to determining whether sex discrimination occurred under Northern United Charter Schools' Title IX grievance procedures, Northern United Charter Schools may offer an informal resolution process to the parties. Northern United Charter Schools does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee

engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by Northern United Charter Schools for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Northern United Charter Schools will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

## **Grievance Procedures**

### **Scope and General Requirements**

Northern United Charter Schools has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in Northern United Charter Schools' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.



Northern United Charter Schools requires that any Title IX Coordinator, investigator, or decision maker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decision maker may be the same person as the Coordinator or investigator.

Northern United Charter Schools will treat complainants and respondents equitably. Northern United Charter Schools presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Northern United Charter Schools may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Northern United Charter Schools allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Northern United Charter Schools will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Northern United Charter Schools will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.<sup>[2]</sup> Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

## **Dismissal**

In most cases, Northern United Charter Schools will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Northern United Charter Schools may dismiss a complaint if:

- Northern United Charter Schools is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Northern United Charter Schools' education program or activity and is not employed by Northern United Charter Schools;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Northern United Charter Schools determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Northern United Charter Schools determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Northern United Charter Schools will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Northern United Charter Schools policy.

## **Appeal of a Dismissal**

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decision maker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

## **Notice of the Allegations**

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Northern United Charter Schools' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Northern United Charter Schools;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Northern United Charter Schools provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

## **Emergency Removal**

Northern United Charter Schools may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with Northern United Charter Schools' policies.

Northern United Charter Schools may remove a respondent from Northern United Charter Schools' education program or activity on an emergency basis, in accordance with Northern United Charter Schools' policies, provided that Northern United Charter Schools undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal,

and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

### **Investigation**

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Northern United Charter Schools has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Northern United Charter Schools to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Northern United Charter Schools obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Northern United Charter Schools will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

### **Determination of Responsibility**

Before making a determination of responsibility, the decision maker may interview parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decision maker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

### **Appeal of the Determination of Responsibility**

Should a party find Northern United Charter Schools' determination unsatisfactory, the party may, within five (5) business days of notice of Northern United Charter Schools' determination, submit a written appeal to the President of the Northern United Charter Schools' Board of Directors who will serve as the decision maker for the appeal or designate a decision maker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Northern United Charter Schools or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Northern United Charter Schools including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate

prompt and effective steps to ensure that sex discrimination does not continue or recur within Northern United Charter Schools' education program or activity.

No party, witness, or other person participating in Northern United Charter Schools' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Northern United Charter Schools' determination whether sex discrimination occurred.

### **Student Pregnancy and Related Conditions**

Northern United Charter Schools will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Northern United Charter Schools employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Northern United Charter Schools' education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Northern United Charter Schools' obligations under:
  - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
  - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Northern United Charter Schools' Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Northern United Charter Schools' leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

### **Training**

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 employees, Coordinators and designees, investigators, decision makers, facilitators of the informal resolution process, and other persons who are responsible for implementing Northern United Charter Schools' grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **Recordkeeping**

Northern United Charter Schools will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions

Northern United Charter Schools took to meet its obligations under 34 C.F.R. § 106.44.

- All materials used to provide required Title IX training. Northern United Charter Schools will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

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[1] 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 and complaints of misconduct prohibited by this Policy.

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.



# Title IX Sex Discrimination and Harassment Complaint Form

Adopted on August 14, 2024

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 and conduct; what, if any, physical contact was involved; any verbal statements 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.

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

Signature of Complainant

\_\_\_\_\_

Print Name

## **To be completed by Northern United Charter Schools:**

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

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

# Harassment, Intimidation, Discrimination, and Bullying Policy

Adopted on August 14, 2024

Discrimination, 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, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, 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, locs, and twists), 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 reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Northern United Charter Schools' employees who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Northern United Charter Schools does business, and all acts of Northern United Charter Schools' Board of Directors in enacting policies and procedures that govern Northern United Charter Schools.[1]

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.

## **Definitions**

**Harassment** means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work

environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

**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 hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student [2] or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- 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.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
  - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.

- Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of “Cyber sexual bullying” including, but not limited to:
- The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
  - Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

### **Bullying and Cyberbullying Prevention Procedures**

Northern United Charter Schools has adopted the following procedures for preventing acts of bullying, including cyberbullying.

#### **Cyberbullying Prevention Procedures**

Northern United Charter Schools advises students:

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

- To consider how it would feel receiving such comments before making comments about others online.

Northern United Charter Schools informs its employees, students, and parents/guardians of the schools' policies regarding the use of technology in and out of the classroom. Northern United Charter Schools encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

## **Education**

Northern United Charter Schools' employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Northern United Charter Schools advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at our 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 School' 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 all their employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

## **Professional Development**

Northern United Charter Schools annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other 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 Northern United Charter Schools and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. 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 Northern United Charter Schools’ students.

## **Complaint Procedures**

### **Scope of the Complaint Procedures**

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

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- 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.

Northern United Charter Schools will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of Northern United Charter Schools' Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of Northern United Charter Schools' Title IX Policy and UCP is available on the school's website.

### **Submitting a Report or Complaint**

All Northern United Charter Schools' 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.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Director (or the President of the Northern United Charter Schools' Board of Directors if the complaint is against the Director) as soon as possible after the incidents giving rise to the report or complaint.

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, Northern United Charter Schools will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Northern United Charter Schools' students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Director, 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 and complaints 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 and/or complainant confidential, as appropriate, except to the extent

necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by Northern United Charter Schools 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.

### **Investigation and Response**

Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Director, a non-employee Board member who is not the President or a parent/guardian of a student at Northern United Charter Schools will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

### **Consequences**

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Northern United Charter Schools or termination of employment.

### **Right of Appeal**

Should a complainant find Northern United Charter Schools' resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of Northern United Charter Schools' decision or resolution, submit a written appeal to the President of the Northern United Charter Schools' Board of Directors, who will serve as the decision maker for the appeal or designate a decision maker for the appeal. The decision maker for the appeal will notify the complainant of the final decision.

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[1] This policy becomes effective on August 1, 2024. Conduct occurring before August 1, 2024 will be addressed in accordance with the former version of this policy, which was entitled "Title IX, Harassment, Intimidation, Discrimination and Bullying Policy." [2] "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.



## **S-01 Professional Boundaries: Staff/Student Interaction Policy**

Adopted on 9/20/2018, 11/10/2021

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-21 Uniform Complaint Policy and Procedures**

Adopted on 9/20/2018, 12/10/2020, 11/10/2021

Northern United Charter Schools complies with applicable federal and state laws and regulations. Northern United Charter Schools is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.

### **Scope**

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

- Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group, on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
- Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Regional Occupational Centers and Programs;
  - School Safety Plans; and/or
  - Student Fees
- Complaint alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - “Educational activity” means an activity offered by Northern United Charter Schools that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

○ “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

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

○ A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.

○ If Northern United Charter Schools finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.

○ Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or the Charter School and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If Northern United Charter Schools adopts a School Plan for Student Achievement in addition to

its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

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

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

Northern United Charter Schools acknowledges and respects every individual’s rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains and the integrity of the process. Northern United Charter Schools cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. Northern United Charter Schools may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the School Director or designee on a case-by-case basis. Northern United Charter Schools shall ensure that complainants are protected from retaliation.

Northern United Charter Schools prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant’s filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

### **Compliance Officers**

The Northern United Charter Schools’ Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure Northern United Charter Schools’ compliance with law:

Shari Lovett  
School Director  
2120 Campton Road, Suite H  
Eureka, CA 95503  
(707)445-2660 x110

The Northern United Charter Schools’ School Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which

they are responsible. The compliance officer may have access to legal counsel as determined by the School Director or designee.

Should a complaint be filed against the Northern United Charter Schools' School Director, the compliance officer for that case shall be the President of the Northern United Charter Schools' Board of Directors.

### **Notifications**

The Northern United Charter Schools' School Director or designee shall make available copies of this policy free of charge. The annual notice of this Policy may be made available on the Northern United Charter Schools' website.

Northern United Charter Schools shall annually provide written notification of the Charter School's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the pupils enrolled in Northern United Charter Schools speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

- A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
- A statement clearly identifying any California State preschool programs that Northern United Charter Schools is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Northern United Charter Schools is operating pursuant to Title 22 licensing requirements.
- A statement that Northern United Charter Schools is primarily responsible for compliance with federal and state laws and regulations.
- A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- A statement identifying title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
- A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- A statement that the complainant has a right to appeal Northern United Charter Schools' decision to the CDE by filing a written appeal within thirty (30) calendar days of the date

of Northern United Charter Schools' decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements.

- A statement that a complainant who appeals Northern United Charter Schools' decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- A statement that if Northern United Charter Schools finds merit in a UCP complaint, or the CDE finds merit in an appeal, Northern United Charter Schools shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
- A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- A statement that copies of Northern United Charter Schools' UCP shall be available free of charge.

## **Procedures**

The following procedures shall be used to address all complaints which allege that Northern United Charter Schools has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

### **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the School Director or designee, upon written request by the complainant setting forth the reasons



for the extension. Such extension by the School Director or designee shall be made in writing. The period for filing may be extended by the School Director or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The School Director shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Northern United Charter Schools' Board of Directors approved the LCAP or the annual update was adopted by Northern United Charter Schools.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Northern United Charter Schools' staff shall assist the complainant in the filing of the complaint.

## **Step 2: Mediation**

Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

## **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or the complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Northern United Charter Schools refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

#### **Step 4: Final Written Decision**

Northern United Charter Schools shall issue an investigation **report (the "Decision")** based on the evidence. Northern United Charter Schools' Decision shall be in writing and sent to the complainant within sixty (60) calendar days of Northern United Charter Schools receipt unless the timeframe is extended with the written agreement of the complainant. Northern United Charter Schools: Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

- The findings of fact based on evidence gathered.
- The conclusion providing a clear determination for each allegation as to whether Northern United Charter Schools is in compliance with the relevant law.
- Corrective actions, if Northern United Charter Schools finds merit in the complaint and any are warranted or required by law.
- Notice of the complainant's right to appeal Northern United Charter Schools' Decision within thirty (30) calendar days to the CDE, except when Northern United Charter Schools has used its UCP to address complaints that are not subject to the UCP requirements.
- Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### **Appeals to the California Department of Education**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Northern United Charter Schools and a copy of the Decision. When

appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

Northern United Charter Schools failed to follow its complaint procedures.

- Relative to the allegations of the complaint, Northern United Charter Schools' Decision lacks material findings of fact necessary to reach a conclusion of law.
- The material findings of fact in Northern United Charter Schools' Decision are not supported by substantial evidence.
- The legal conclusion in Northern United Charter Schools' Decision is inconsistent with the law.
- In a case in which Northern United Charter Schools' Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Northern United Charter Schools' School Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

- A copy of the original complaint.
- A copy of the Decision.
- A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
- A report of any action taken to resolve the complaint.
- A copy of Northern United Charter Schools' complaint procedures.
- Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Northern United Charter Schools for resolution as a new complaint. If the CDE notifies Northern United Charter Schools that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, Northern United Charter Schools will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by Northern United Charter Schools when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including but not limited to cases in which, through no fault of the complainant, the Charter School has not taken action within sixty (60) calendar days of the date the complaint was filed with the Charter School.

### **Civil Law Remedies**

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

# S-21a Uniform Complaint Procedure Form

Adopted on 9/20/2018, 12/10/2020, 11/10/2021

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"/> Ethnic Group Identification     | <input type="checkbox"/> Religion                                     | <input type="checkbox"/> Marital Status  |
| <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-24 Parent and Family Engagement Policy**

Adopted on 3/19/2020, 11/10/2021

Northern United Charter Schools recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. Northern United Charter Schools' School Director or designee shall consult with parents/guardians and family members in the development of meaningful opportunities for them to be involved in the Charter School and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

Northern United Charter Schools' Local Control and Accountability Plan (LCAP) shall include goals and strategies for parent/guardian involvement, including efforts to seek parent/guardian input in school and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

Northern United Charter Schools' School Director or designee shall regularly evaluate and report to the Northern United Charter Schools' Board of Directors on the effectiveness of the Charter School's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

### **Title I Schools**

Northern United Charter Schools' School Director or designee shall involve parents/guardians and family members in establishing School expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the School will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Director or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

When the School's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Northern United Charter Schools' Board of Directors shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities. The Northern United Charter Schools' School Director or designee shall involve parents/guardians and family members of participating students in decisions regarding how the School's Title I funds will be allotted for parent/guardian and family engagement activities and shall ensure that priority is given to schools in high poverty areas in accordance with law. (20 USC 6318, 6631)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

- Support for schools and nonprofit organizations in providing professional development for Northern United Charter Schools and charter school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
- Support for programs that reach parents/guardians and family members at home, in the community, and at Northern United Charter Schools
- Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
- Collaboration with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement
- Any other activities and strategies that the Northern United Charter Schools determines are appropriate and consistent with this policy

Northern United Charter Schools' School Director or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

### **School Strategies for Title I Schools**

To ensure that parents/guardians and family members of students participating in Title I programs are provided with opportunities to be involved in their children's education, Northern United Charter Schools shall:

- Involve parents/guardians and family members in the joint development of a School plan that meets the requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)

The Northern United Charter Schools' School Director or designee may:

- In accordance with Education Code 52063, establish a School-level parent advisory committee and, as applicable, an English learner parent advisory committee to review and comment on the plan in accordance with the review schedule established by the Board of Education
- Invite input on the plan from other School committees and school site councils
- Communicate with parents/guardians through the School newsletter, web site, or other methods regarding the plan and the opportunity to provide input
- Provide copies of working drafts of the plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand



- Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan
- Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans
- Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

The Northern United Charter Schools' School Director or designee shall: (20 USC 6318)

- Assist parents/guardians in understanding such topics as the challenging state academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children
- Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement
- With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools
- To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education
- Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request
- Inform parents/guardians and parent organizations of the existence and purpose of parent information and resource centers in the state that provide training, information, and support to parents/guardians of participating students

In addition, the Northern United Charter Schools' School Director or designee may:

- Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training

- Provide necessary literacy training, using Title I funds if the School has exhausted all other reasonably available sources of funding for such training
- Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- Train parents/guardians to enhance the involvement of other parents/guardians
- Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- Adopt and implement model approaches to improving parent/guardian involvement
- Establish a school-wide parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families
- Provide a master calendar of School activities and School meetings
- Provide information about opportunities for parent/guardian and family engagement through the School newsletter, web site, or other written or electronic means
- Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
- To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
- Provide training and information to members of Northern United Charter Schools and school site councils and advisory committees to help them fulfill their functions
- Provide ongoing School-level workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
- Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family engagement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of related activities
- Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
- Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations
- Assign School personnel to serve as a liaison to the schools regarding Title I parent/guardian and family engagement issues
- Provide information to schools about the indicators and assessment tools that will be used to monitor progress

To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6318)

The Northern United Charter Schools' School Director or designee may:

- Identify overlapping or similar program requirements
- Involve School and school site representatives from other programs to assist in identifying specific population needs
- Schedule joint meetings with representatives from related programs and share data and information across programs
- Develop a cohesive, coordinated plan focused on student needs and shared goals

Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318)

- Barriers to participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
- The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers
- Strategies to support successful school and family interactions

The Northern United Charter Schools' School Director or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

The Northern United Charter Schools' School Director or designee may:

- Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of School communications
- Gather and monitor data regarding the number of parents/guardians and family members participating in School activities and the types of activities in which they are engaged
- Recommend to the Northern United Charter Schools' Board of Directors measures to evaluate the impact of the School's parent/guardian and family engagement efforts on student achievement
- The Northern United Charter Schools' School Director or designee may:

The Northern United Charter Schools' School Director or designee may use the findings of the evaluation conducted pursuant to item #4 above to design evidence-based strategies for more effective parent/guardian and family involvement and, if necessary, to revise the parent/guardian and family engagement policy (20 USC 6318)

The Northern United Charter Schools' School Director or designee may involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the School to adequately represent the needs of the population served by the School for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318)

The Northern United Charter Schools' School Director or designee may:

- Include information about school activities in School communications to parents/guardians and family members
- To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members
- Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The Northern United Charter Schools' policy containing parent/guardian and family engagement strategies shall be incorporated into the School's local control and accountability plan in accordance with 20 USC 6312 and shall be distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)

### **School-Level Policies for Title I Schools**

At each school receiving Title I funds, a written policy on parent/guardian and family engagement shall be developed jointly with the parents/guardians and family members of participating students. Such policy shall describe the means by which the school will: (20 USC 6318)

- Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
- Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent/guardian involvement
- Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family engagement policy and, if

applicable, the joint development of the plan for school wide programs pursuant to 20 USC 6314

Northern United Charter Schools may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

Provide the parents/guardians of participating students all of the following:

- Timely information about Title I programs
- A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards
- If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians

If the school wide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the Charter School makes the plan available.

Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's challenging academic achievement standards
- Ways in which parents/guardians will be responsible for supporting their children's learning, volunteering in the classroom, and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time
- The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
  - Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
  - Frequent reports to parents/guardians on their children's progress
  - Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities

- Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand

Build the capacity of the school and parents/guardians for strong parent involvement by implementing the required activities described in item #2 in the section "School Strategies for Title I Schools" above.

To the extent practicable, provide opportunities for the informed participation of parents/guardians and family members (including parents/guardians and family members with limited English proficiency, parents/guardians and family members with disabilities, and parents/guardians and family members of migrant children), including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand.

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

Each school's parent/guardian and family engagement policy shall be made available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/guardian and family engagement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001.

Northern United Charter Schools' policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

**School-Parent Compact**

Adopted on 9/20/2018. 11/10/2021

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: \_\_\_\_\_

## **2024-25 Student Services Annual Notice Guide to Families**

### **Animal Dissections**

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

### **Availability of Prospectus**

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

### **Cal Grant Program Notice**

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

### **California Healthy Kids Survey**

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

### **Campus Search and Seizure**

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

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful.



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

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

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

### **Cancer Prevention Act**

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

### **Concussion/Head Injuries**

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because the Charter School has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health

care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

### **Diabetes**

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

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

A copy of the information sheet regarding type 1 diabetes is available at: <https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>.

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

### **Dangers of Synthetic Drugs**

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH’s Substance and Addiction Prevention Branch [can be found on the CDPH’s website](#).

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

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

1. “Foster youth” means any of the following:

- a. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code (“WIC”).
- b. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child’s home by juvenile court).
- c. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
- d. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
  - i. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
  - ii. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
  - iii. The nonminor is participating in a transitional independent living case plan.
- e. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]
- f. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

2. "Former juvenile court school pupils" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Newcomer pupil" is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.
6. "Educational Rights Holder" ("ERH") means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
7. "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 Charter School 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. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.
8. "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 Charter School students.

9. "Partial coursework satisfactorily completed" includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

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

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

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

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

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

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

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

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

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

**Graduation Requirements:** Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and newcomer pupils 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, the length of the student's school enrollment or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12 based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their third or fourth year of high school.

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

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

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

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

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

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

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a Foster and Mobile Youth.

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

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

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

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH 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. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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

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

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

- 1) Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
- 2) Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
- 3) If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the



end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:

- i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
- ii. Upon agreement with the pupil's ERH, to stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

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

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

**Student Records:** When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

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

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not

limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

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

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

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

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

**Availability of Complete Policy:** For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete Education for Foster and Mobile Youth Policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at all our facilities.

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

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

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

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

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

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

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

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

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

**School Stability:** The Charter School will work with homeless students and their parent/guardian to ensure that each student 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 necessarily limited to, interscholastic sports. All decisions regarding a homeless student'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.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet

normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student 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 Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian<sup>[2]</sup> in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non-school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

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

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school, 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 ("ERH"), and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

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

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

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

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

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

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

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

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

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH 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. Consult with and provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the ERH for the student.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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

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

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

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to

complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:

i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**

ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

**Reporting Requirements:** Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

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

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

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A



copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

**Availability of Complete Policy:** For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at all our facilities.

### **English Learners**

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

### **Information Regarding Financial Aid**

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

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

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

### **Universal Meals Program**

Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free breakfast and one free lunch each school day on which the student is scheduled for two or more hours of educational

activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office. Income eligibility guidelines for federally funded free and reduced-price meals are available at: <https://www.cde.ca.gov/ls/nu/rs/>

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at [www.irs.gov](http://www.irs.gov).

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race,

color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

Charter School is an equal opportunity provider.

A copy of the Charter School's Universal Meal Policy is available upon request at all of our facilities. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.

### **Human Trafficking Prevention**

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

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at our facilities for

your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

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

**Immunizations**

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

These required immunizations include:

Child’s Grade	List of shots required to attend school
TK/K-12 Admission	<p>Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses                      Polio - Four (4) doses</p> <p>Measles, Mumps, and Rubella (MMR) - Two (2) doses                      Hepatitis B (Hep B) - Three (3) doses</p> <p>Varicella (chickenpox) – Two (2) doses</p> <p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.</p>

<p><b>Entering 7<sup>th</sup> Grade</b></p>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose</p> <p>Varicella (chickenpox) - Two (2) doses</p> <p><b>NOTE:</b> In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7<sup>th</sup> grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.</p>
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**Involuntary Removal Process**

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

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

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the

parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

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

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

### **Lost or Damaged School Property**

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

### **Mental Health Services**

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

#### **Available on Campus:**

- **School-based counseling services** – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at (707)445-2660 x138. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.

- **Special education services** – if you believe your child may have a disability, you are encouraged to directly contact Janna Churchill-Bos at (707)445-2660 x123 to request an evaluation.

- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact Shari Lovett at (707)445-2660 x110.

Available in the Community:

**In Humboldt County:**

**Dept. Health and Human Services - Children, Youth & Family Services / Mental Health Services** - (707)268-2800, 1711 3rd Street, Eureka

**Changing Tides** - (707)444-8293 or [info@changingtidesfs.org](mailto:info@changingtidesfs.org), 2379 Myrtle Ave, Eureka

**Marshall Family Resource Center**- (707)441-2516 or (707)441-2404, 2100 J St., Eureka

**Southern Humboldt Family Resource Center** - (707) 923-1147, 344 Humboldt Ave, Redway

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.

- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**

- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

**Nondiscrimination Statement**

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

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

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

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

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

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General’s guidance to K-12 schools in responding to immigration issues (“Guidance”), Charter School provides equal access to free public education, regardless of a student’s or their parent’s or guardian’s immigration status or religious beliefs. The complete Guidance, including Appendix G – Know Your Rights can be reviewed via the following link: <https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf>

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:



Shari Lovett  
School Director  
2120 Campton Road, Suite H  
Eureka, CA 95503  
(707)445-2660 x110

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

### **Opioid Information Sheet**

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

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

### **Oral Health Assessment**

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact your child's teacher if you have questions about this requirement.

### **Parent and Family Engagement Policy**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request at our facilities.

### **Physical Examinations and Right to Refuse**

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Director a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from

any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### **Pregnant and Parenting Students**

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

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

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

Shari Lovett  
School Director  
2120 Campton Road, Suite H  
Eureka, CA 95503  
(707)445-2660 x110

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

### **Safe Storage of Firearms**

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

**including keeping them locked up when not in use and storing them separately from ammunition.**

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

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

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

### **School Transportation Safety**

The School maintains a Transportation Safety Plan. A copy of the complete Transportation Safety Plan is available upon request at any of our facilities.

### **School Safety Plan and Asbestos Management Plan**

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at any of our facilities.

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office. The following asbestos-related activities are planned or in progress at the Charter School: no such activities are planned or in progress for the current school year.

### **Section 504**

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

### **Sexual Health Education**

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - o The date of the instruction
  - o The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish,

notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

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

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Janna Churchill-Bos at (707)445-2660 x123.

### **State Testing**

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

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

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

1. The right to inspect and review the student's education records within 5 business days after the day the Charter School receives a request for access. Parents or eligible students

should submit to the Charter School Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Director or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Director must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

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

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

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

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

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

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

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

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

1. Charter School 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, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section [152 of the Internal Revenue Code](#) of 1986;

8. 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;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. Student's address
3. Telephone listing
4. Student's electronic mail address
5. Major course of study
6. Photograph/video
7. Date of birth
8. Dates of attendance
9. Grade level



10. Participation in officially recognized activities and sports
11. Weight and height of members of athletic teams
12. Degrees, honors, and awards received
13. The most recent educational agency or institution attended

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

Please notify the Director at: (707)445-2660 x110. A copy of the complete Policy is available upon request at all of our facilities.

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"<sup>[3]</sup>) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"<sup>[4]</sup>) and will:

- 1) Be used to provide pupils and families with direct access to online tools and resources.
- 2) Enable a pupil to transmit information shared with the CCGI to both of the following:
  - a. Postsecondary educational institutions for purposes of admissions and academic placement.
  - b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit [CaliforniaColleges.edu](http://CaliforniaColleges.edu) to access resources that help students and their families learn about college admissions requirements.

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

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest ("SCA") is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at the Charter School must review the information sheet on sudden cardiac arrest via the following link:

<https://www.cdc.gov/dhbsp/docs/cardiac-arrest-infographic.pdf>

### **Surveys About Personal Beliefs**

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

## **Teacher Qualification Information**

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student’s teacher:
  1. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  2. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  3. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Director to obtain this information.

## **Tobacco-Free Schools**

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. The Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School’s Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from the Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Director or designee shall inform students, parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

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

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

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

- Accommodations for Pregnant, Parenting or Lactating Students;
- Adult Education;
- 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;
- Migrant Education Programs;
- Regional Occupational Centers and Programs;
- School Safety Plans; and/or

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

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.

- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

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

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

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

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

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

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

Shari Lovett  
School Director  
2120 Campton Road, Suite H  
Eureka, CA 95503  
(707)445-2660 x110

Only complaints regarding pupil fees, LCAP, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

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

Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

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

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

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

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

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

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

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

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

A copy of the UCP is included in the Student Policy Handbook shall be available upon request free of charge at all our facilities. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Director.

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

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

### **Workplace Readiness Week and Work Permits**

The week of each year that includes April 28 shall be known as "Workplace Readiness Week." All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at:

<https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf>

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

[2] "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code.*

[3] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

[4] CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").