

Charter
of the
Kid Street Learning Center Charter School
A California Public Charter School

Renewal Petition 2017-2021

Application to the Santa Rosa City Schools' Board of Directors for a five year renewal of the Kid Street Learning Center Charter School. This application is requested by the Board of Directors of Kid Street Learning Center Charter School located at 709 Davis Street, Santa Rosa, California, 95401. (707) 525-9223.

Signed Deborah Bull
Deborah Bull, Board President

Signed Kathleen Mallamo
Kathleen Mallamo, Principal

Required Element A: Educational Program

Cal. Ed. Code § 47605(b)(5)(A)(i): "A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. (ii) A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals."

Local Control and Accountability Plan

Kid Street acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Kid Street submit a Local Control and Accountability Plan (LCAP) to the Santa Rosa City School District (SRCS) on or before July 1, 2014. In accordance with California Education Code 47604.33 and 47606.5, Kid Street shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template to be adopted by the State Board of Education. Kid Street shall submit its annual update to SRCS on or before July 1 of each applicable year. Kid Street shall comply with all requirements of Education Code 47606.5, including but not limited to the requirement that Kid Street "shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update." 47606.5(e).

Summary

Kid Street Learning Center Charter School serves students in the TK-8th grade age group. The program is designed to serve youth in the West Santa Rosa neighborhood surrounding our facility on Davis Street. We also serve students from other areas of the city, recruiting those who are not functioning well in a conventional school setting and interested in trying our method of education. Our school will operate from 7:30 a.m. to 6:00 p.m., Monday through Friday. Kid Street Learning Center Charter School will operate at least 175 days each academic year and will meet or exceed the minimum number of instructional minutes required by law.

Mission Statement

The Mission of Kid Street Learning Center, in partnership with the community, is to provide a rigorous and enriching educational program in which every child realizes their full potential. We strive to meet each student's unique physical, psychological, and emotional needs as they strive for academic excellence using 21st Century skills and tools.

Enrollment

Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
ADA	54	70	91	94	115 (at present)

Curriculum and Instructional Program

Kid Street curriculum is based on and will adhere to the California Content Standards and the Common Core State Standards. In August of 2010, the Common Core State Standards for English Language Arts and Mathematics was adopted by the California State Board of Education to provide clear and 25 consistent expectations of what students are to learn from K-12. Just as importantly, the curriculum of Kid Street will provide students opportunities to learn the fundamental truths of life and the foundation requirements to be an educated person. In order to learn effectively and retain information, children need to have meaningful learning experiences, which engage their curiosity and imagination. To serve that need, the curriculum is used as a vehicle to support students in their mastery of the State Content and Common Core State Standards. Through the curriculum, students experience and understand the connection between school life and the real world. Students learn that all actions have consequences and that we do not live in isolation but in relationship with all people and all things. Powerful learning depends on a rigorous curriculum that is interdisciplinary and thematic; teaching is intentionally connected to personal experiences, and students are consistently engaged in activities that foster higher order thinking skills. The curriculum is balanced toward mainstream core knowledge and also celebrates the cultural richness that creates a 21st century American. It is our goal that the Kid Street curriculum creates a space for students to question their place in the world, to become engaged in their communities and to help strive for social justice. We value innovation and the room to make mistakes and grow. Our Middle School faculty are certified in Makers Education. Our elementary teachers will be certified in Makers Education within the next three to five years.

Subject/Area	Curriculum	Grade levels
Mathematics	Eureka	K-8
English Language Arts	Amplify	K-3
English Language Arts	Thematic/integrated literature based	4-8
Science	New Generation FOSS	K-8
History	TCI Alive! Digital and text based	6-8
Social Emotional Growth	ToolBox by Dovetail	K-5
Social Emotional Growth	Peer Counselors	6-8
Social Emotional Growth	Free to B	6-8
Social Emotional Growth	Verity (body image and health)	6-8

INTERVENTION PROGRAM

Kid Street's Intervention Programs provide support for individual academic success and through our various social/emotional groups. We are committed to providing individualized instruction and enrichment opportunities for students to ensure that struggling students are supported and gifted students are challenged. We also offer a free after school care program where students can have a place to feel safe and participate in various enrichment activities such as homework club, chess, theatre, creative arts, science club and various life skills groups. Our Intervention Lead staff member works closely with the teachers to identify students who need one on one or small group tutoring. Input from parents or guardians through our Student Study Team (SST) program is highly valued so we can work together at school and the home to provide continuity for the student's education plan. Kid Street has a strong volunteer tutor program in place where we partner students with volunteers based on their skill set and specific student needs. Our goal is to ensure that every child gets the help they need and has a positive learning experience.

Our academic intervention program staff and teachers:

- Develop and implement individualized programs for students complimentary to individual educational strengths and needs
- Interpret the abilities and challenges of students, assist in classroom intervention strategies, modify general education curricular as necessary, and assist the students with regular class assignments
- Communicate regularly with parents and professional staff regarding each student's educational, social and personal needs

- Participate in professional growth activities through staff development, workshops, and higher education

Our Intervention program also includes onsite counseling through a contracted counseling organization. Here our students and parents have an opportunity to receive additional support needed to be successful at school and at home. Kid Street's Life Skills Programs enhance our ability to provide students with guidance. This includes 1:1 and group support that include lessons and activities around core skills such as: Decision-making, goal setting, problem-solving, anti-bullying, coping with stress, coping with emotions, negotiating, friendship, interpersonal relationships, empathy, critical thinking, creative thinking, resisting peer pressure, assertiveness, time management, health and hygiene, teamwork, self-esteem and confidence. Present groups include: Young Men of Honor, Girls' Group, Girls' Power Group, Sparks, and Operation Give Back (social justice group).

We have been using a specific social emotional program since 2012 called Toolbox by Dovetail Learning. The 12 Tools that are used within this program strengthen children's innate capacity for resilience, self-mastery, and empathy for others. The practices and methods have become an integral part of our school climate and culture. Over 95% of our faculty, staff and guardians believe that the Tools have had a positive effect on the students' behavior, self-image and ability to be resilient in the face of adversity.

In addition to our other programs, intervention includes support to meet basic needs. We provide the following to our students:

- Dental cleaning, flu shots and health education in Partnership with SRJC
- Clothing and shoes through our Kids' Klosest program
- School supplies in partnership with 20/30 Club
- Healthy breakfast, snacks and lunches in partnership with Amy's Kitchen and Redwood Empire Food Bank
- Weekly Brown Bag program (food for home for over 50% of our families)
- Resource Referrals and new Resource Center

Being healthy, having a full stomach, offering a variety of choices for personal growth and providing a safe environment helps each student to be of well mind so they can focus on academic and personal success. Kid Street has developed collaborative partnerships with community based social service agencies such as California Parenting Institute-CARE and the Volunteer Center to additionally support parents, i.e. Life Coaching, Life Works, home visits, Medi-Cal resource team, rehab for drug and alcohol abuse, and Child protective Services.

Many of our families have dealt with major life challenges such as poverty, drug abuse, divorce, physical and sexual abuse and often incarceration of a parent or parents. The children come to us discouraged or angry that peers in other schools can't readily understand without some kind of sensitivity training themselves. The children are often referred by social workers,

parole officers, police, AA groups, shelters, and teachers and principals from other Sonoma County Schools. Below is a summary of our present population's challenges.

Homeless Currently	28%
Homeless in the last 2 years	41%
Low Income	82%
Drug/Alcohol abuse in home	41%
Victims of Abuse or Neglect	30%
ELL	15%

Enrichment Program

We believe that offering enrichment opportunities can potentially: raise self-awareness and esteem, improve attendance and academic progress, increase the student's potential for graduating from High School and going on to college, and in general inspire, enliven and invigorate.

Kid Street Enrichment Clubs are in their second year of operation. This one hour weekly period offers 120 students access to high quality, innovative instruction within the arts, community outreach and other opportunities not usually offered in a traditional school environment. Current clubs include instruction in the following: Hip Hop Dance, Zen Tangle, Broadcasting, Maker's, Etiquette for young men and women, Service Learning, Theater Arts and fine arts. Credentialed classroom teachers and community members instruct the multiage groups in a variety of setting that sometimes lead them off campus into the wider community.

Appropriate and Effective Use of Technology

Kid Street Charter currently has a one to one device ratio. Each student has an assigned Chromebook. In addition to digital curriculum components, such as TCI Alive! and Lexia Core 5, students use their Chromebooks for a wide variety of purposes that complement their instruction. We currently have one Interactive panel, a Promethean Board, which is being used in the math and science middle school program. Our goal is to purchase or fundraise to have an interactive panel in all of the classrooms. The above tools, along with traditional technology tools such as calculators, digital microscopes and document cameras are used on the pathway to developing critical 21st Century Thinkers.

Technology is used effectively for the following purposes:

- Analyze, reason and evaluate
- Engage in problem solving
- Collaborate with others
- Think critically and creatively
- Communicate clearly and accurately
- Make real- World Applications
- Reflect on learning

Creative Expression

We utilize drama, the arts and other means to facilitate creative expression using our theater and art facilities to engage students in dramatic productions, weekly art classes and dance lessons on a frequent basis. The student also act out on stage “a better way to handle that situation” with the help of their peers to create “a healthy way” to get what they want.

We are currently working in partnership with A Theater For Children to bring quality drama instruction into our After School program. We also work in partnership with New World Ballet to bring quality dance instruction into our Enrichment program.

Physical Health

Kid Street Charter School meets the minimum number of state mandated Physical Education minutes for each grade level. Physical Education is taught by credentialed classroom teachers. Classroom teachers design their Physical Education lessons using the state standards for each age level that they instruct. Kid Street proctors the 5th grade and 7th grade state mandated PE test annually.

School Based Annual Academic Goals

Area	2013- 2014	2014- 2015	2015- 2016

ELA proficiency (measured through Amplify, DIBELS, Other)	29%	37%	44%
Math proficiency (measured through Eureka and EnVision)	44%	40%	41%
Students receiving Intervention services	25%	30%	38%
Science proficiency (measured through CST)	18%	N/A (under 12 students tested)	22%

Special Education Students

Kid Street recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment and pledges to work in cooperation with SRCS to ensure that a free and appropriate education is provided to all students with exceptional needs. Kid Street will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, Kid Street will comply with AB 602, SRCS guidelines, and all California laws pertaining to special education students.

Kid Street shall initially remain, by default, a public school of SRCS for purposes of special education, pursuant to Education Code Section 47641(b). However, Kid Street reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a special education local plan area (SELPA) pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium. A change in LEA status or SELPA membership shall not require a material revision of this charter.

So long as Kid Street operates as a public school of the authorizer, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, SRCS will provide special education services for students enrolled in the Charter School to the extent required by law. Specifically, the authorizer will (A) serve children with disabilities in the same manner as it serves children with disabilities in its other schools; and/or (B) provide Kid Street with an equitable share of state and federal special education funding to support special education instruction or designated instructed and services to students enrolled in the charter school. Kid Street reserves the right to contract with agencies and vendors outside the

authorizer when appropriate to secure special education services, including administrative support services.

Kid Street anticipates that a Memorandum of Understanding (“MOU”) will be developed between the school and SRCS, which shall delineate the respective responsibilities of Kid Street and SRCS with regard to the funding and delivery of special education and related services.”

Per Federal Law, all students with disabilities will be fully integrated into the programs of Kid Street, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending Kid Street is properly identified, assessed and provided with necessary services and supports.

Kid Street will meet all the requirements mandated within a student’s Individual Education Plan (IEP). The school will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student’s needs as documented on the IEP require a program other than inclusion, the school will work with SRCS to provide an appropriate placement and services.

Kid Street will work with SRCS to make time and facilities available to meet the needs of the student’s IEP. Kid Street will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. The school will make available student’s work products for analysis and evaluation of progress and will participate in the IEP reviews conducted by SRCS, where applicable.

If a parent or faculty member feels the student’s educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to Kid Street, which will then forward such written notice to SRCS within two school days. The school will encourage open communication between the parents and the SRCS for any items related to the special education services. Students at Kid Street who have IEP’s will continue to attend the school, unless the IEP recommends otherwise.

In order to comply with Child Find requirements as specified by law, Kid Street will establish a referral and assessment process that brings together the parent/guardian, student, and school personnel to address any problems that interfere with a student’s success at the school. This process will entail search and serve, a Student Study Team, referral, assessment and IEP review.

Search and Serve

Upon the commencement of Kid Street’s school year, all students will be evaluated as a means of class placement. No assessment or evaluation will be used for admission purposes. Through collaboration between the faculty and Principal, Kid Street will work to identify any

students, who do not currently have an IEP but may be in need of a pre-referral intervention plan. Principal and faculty will then convene the Student Study Team for that student.

Students possibly in need of special education can be screened from already available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program.

For students who are identified as needing interventions, a Student Study Team composed of the student, the student's parent or guardian, the Principal, and a Kid Street faculty member will be responsible for identifying the student's needs and developing a plan to enable that student to be successful, including, but not limited to, the appropriate individual tutoring schedule, classroom modifications, strategies and techniques to enhance that student's ability to be successful. If the Student Study Team finds that the pre-intervention plan is not sufficient to meet the student's needs, they will recommend that student for a formal special education assessment. Kid Street may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.

Parents will be informed that special education and related services are provided at no cost to them.

Interim and Initial Placements of New Charter School Students

If a student enrolls at Kid Street with an existing IEP, Kid Street will notify SRCS within 5 days of being aware of the IEP. An IEP meeting will be convened within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and offer an appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, Kid Street shall work with SRCS to implement the existing IEP at Kid Street or as otherwise agreed by the parent/guardian.

Referral for Assessment

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Kid Street's internal method for referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by Kid Street within 15 days. Kid Street will notify SRCS of the assessment request within 5 days of receipt. Parents will be informed via the Special Education Manager that special education and related services are provided at no cost to them.

If Kid Street, in collaboration with SRCS, concludes that an assessment is appropriate, the parent will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an

Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment.

Assessment

The Special Education case manager will be responsible for gathering all pertinent information and sharing such information with SRCS. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. Kid Street, in coordination with SRCS will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Development and Implementation of IEP

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services.

Kid Street, in collaboration with SRCS, will ensure that all aspects of the IEP and school site implementation are maintained. Kid Street will provide modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The Student, if appropriate
- The Principal;
- At least one special education teacher;
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A SRCS Special Education Representative
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;

Others familiar with the student may be invited as needed. Kid Street views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The school will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone or meeting at the parent's home.

A copy of the IEP will be given to the parent in accordance with state laws and SRCS policies. Upon the parent or guardian's written consent, the IEP will be implemented by Kid Street, in cooperation with SRCS.

Upon the parent or guardian's written consent, the IEP will be implemented by Kid Street. The IEP will include all required components and be written on SRCS forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance;

- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided; and
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments;
- For students 16 years of age and older, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
- When an Individual Transition Plan is (ITP) required at the appropriate age;
- When Kid Street seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

IEP Review

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, Kid Street will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Unless otherwise specified on the student's IEP, parents will be informed three times a year (which is the same frequency as progress is reported to all students and parents) of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals.

Staffing

Although SRCS will hold ultimate responsibility for providing Special Education services (so long as Kid Street operates as a school of the authorizer for purposes of special education), Kid Street is committed to assuring all IEPs are properly implemented and all students requiring services are adequately taken care of.

Procedural Safeguards

Parents or guardians of students with IEP's at Kid Street must give written consent for the evaluation and placement of their child, be included in the decision-making process when change in placement, is under consideration, and be invited, along with teachers, to conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents will be acknowledged by the school within five days, after which a meeting between the parent and school will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The school will provide the parent with a written Notice of Procedural Safeguards, which will include information on the procedure to initiate both formal and informal dispute resolutions, at least once per year. Kid Street will utilize the Notice of Procedural Safeguards used by SRCS.

Dispute Resolution¹

In the event that a parent/guardian files a request for a due process hearing or request for mediation, SCRC and Kid Street shall work together to defend the case, so long as the Charter School operates as a school of the authorizer for special education purposes. In the event that SRCS determines that legal representation is needed, Kid Street agrees that it shall be jointly represented by legal counsel of SRCS choosing.

So long as the Charter School operates as a school of the authorizer for special education purposes, SRCS may initiate a due process hearing or request for mediation with respect to a student enrolled in Kid Street if the authorizer determines such action is legally necessary or advisable. Kid Street agrees to cooperate fully with SRCS in such a proceeding.

So long as Kid Street operates as a school of the District for purposes of special education, Kid Street understands that SRCS shall have sole discretion to settle any matter in mediation or due process. SRCS shall also have sole discretion to file an appeal from a due

¹ In the event that Kid Street opts to operate as an LEA in a SELPA other than SRCS, Kid Street reserves the right to make alternate arrangements for legal representation in and resolution of legal disputes pertaining to special education.

process hearing or take other legal action involving any Charter School student necessary to protect its rights.

Complaint Procedures

Parents or guardians also have the right to file a complaint with SRCS and/or California State Department of Education if they believe that the school has violated federal or state laws or regulations governing special education.

Special Education Strategies for Instruction and Services

Kid Street will comply with the federal mandate of the “least restrictive environment”, meaning that the school will make every attempt to educate special education students along with their non-disabled peers. Kid Street will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through Kid Street’s extended day and year. Each student’s IEP requires different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student’s needs and how these fit within the general educational program of the school. The instruction outlined in each student’s IEP will be delivered by personnel qualified to do so.

Section 504

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

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.

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

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

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

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

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Principal will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Professional Development

In order to maintain a high standard for academic program, our teachers assess themselves and work together collaboratively to improve teaching each school year. Teachers use a rubric that was developed at Kid Street and based on the California Standards for the Teaching Profession. This rubric is found in the appendix. After completing a self-evaluation, the teachers and the administrator then observe each teacher and look for areas that the teacher has identified as an area for improvement. This provides a way for the faculty to work

as a team that supports one another in the striving to provide the best curriculum program possible. Likewise, our teachers maintain high professional development standards. In 2013, Kid Street implemented a Professional Learning Community program (PLC). Educators meet with the director to explore educational data, goals, and programming. This process is summarized in the Appendix.

Required Element B: Measurable Pupil Outcomes

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school." Cal. Ed. Code § 47605(b)(5)(B). M

Measurable Goals of the Educational Program

Kid Street has clearly defined schoolwide outcome goals in compliance with California Education code sections 47605(b)(5)(B) and 52060(d). Kid Street will pursue the following schoolwide and subgroup outcome goals, as measured by multiple and varied benchmark assessments that are aligned to state and federal standards (including the new Common Core) and reflect proficiency measures required by the [selected assessment(s)], as well as applicable state priorities detailed in California Education Code § 52060(d) that apply for the grade levels served, or the nature of the program operated, by the charter school. For purposes of measuring achievement of these goals, a numerically significant pupil subgroup will be defined as one that meets both of the following criteria:

"(i) The subgroup consists of at least 50 pupils each of whom has a valid test score.

(ii) The subgroup constitutes at least 15 percent of the total population of pupils at a school who have valid test scores." Cal. Education Code § 47607(a)(3)(B).

The following chart delineates Kid Street's school-wide and subgroup outcome goals and performance targets aligned to the state's priorities that apply for the grade levels served, or the nature of the program operated, by the charter school, methods for measuring progress and the individual(s) with primary responsibility for each, all aligned with the state's priorities defined in Cal. Ed. Code Section 52060(d). As the State and District finalize new standardized

assessment tools (e.g., [assessments]) and new school performance measures (e.g., API), and finalize the format for the new Local Control Accountability Plans as applicable to charter schools, Kid Street will work with the District to ensure that it creates and updates its plans and goals accordingly. The LCAP shall not be deemed part of the charter, and therefore, annual amendments to the LCAP shall not be considered a “material revision to the charter” as defined on section 47607. Actions intended to ensure that the school meets these goals and targets are delineated throughout this charter petition.

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ACHIEVEMENT GOAL #1— BASIC SERVICES

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

School Action	Method of Assessment	Person(s) Responsible
3A1 Facilities: Facilities Cleaning Service, Lease, maintenance and repairs to grounds and building, service to building such as plumbing, Custodial supplies	Annual review, Google Survey	Director
3A2 Student Safety: Yard Duty, additional staff for campus events, safety expenses such as fingerprinting, Alarm Service, Buzz-in system, Patrol service	Annual review of comprehensive safety plan	Director
3A3 Quality Learning Environment: Replace furniture and equipment as needed, Replace laminator, classroom cubbies for Transitional Kindergarten and Kindergarten, secure hallway cubbies/lockers for grades 1-5	Monthly walk throughs and expert review/consultation	Director
3A4 Food program: Kitchen Manager, Kitchen assistant, Food, Salad Bar program, water coolers	Google survey, percentage of students served and percentage who have access to cold, filtered water throughout the day	Kitchen Manager, Director
3A5 Provide basis needs for students and families in need: Brown Bag food program for the week-ends, Kids' Klostet Clothing program.	Percentage of families receiving services annually	Kitchen manager, Board member who volunteers in Kids' Klostet, Director
3A6 Provide mental health services to students in need:	Annual Gallup Poll results	Director

Help For Billy Part Four- <i>working with traumatized Youth in the general education setting</i> Training for all Faculty and Staff, Counseling room supplies and materials, MFT consultation services		
2A6 Retaining Highly Qualified Teachers Program: Salaries, Health Benefits, Retirement Benefits, Substitute teachers, food and drinks for meetings	Professional development, PLC process, strict hiring guidelines	Board of Directors and Director

<u>ACHIEVEMENT GOAL #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u>		
The charter school will meet or exceed the same accountability standards as district schools regarding the implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency		
School Action	Method of Assessment	Person(s) Responsible
2A1 New Generation Science Standards (NGSS) Aligned Curriculum: Delta Education Foss Kit for each classroom, Four kits for the Middle School program	Standardized testing for applicable grade levels	Director and Faculty
2A2 ELA CCSS aligned curriculum: Amplify for Primary classrooms, Daily skills workbooks, Middle School Junior Library Guild subscription, Literature and Literature guides for grades 4-8.	CAASPP as applicable, in school benchmarks and assessments to measure proficiency	Director and Faculty
2A3. Math CCSS aligned curriculum: Eureka Math grades 1-8, Pearson Math Kindergarten, manipulatives	CAASPP as applicable, in school benchmarks and assessments to measure proficiency	Director and Faculty
2A4. Social Studies curriculum: TCI History Alive! 6 th -8 th grade, current events periodicals, primary resources, text sets for K-5, Dramatic Play area for	CAASPP as applicable, in school benchmarks and assessments to measure proficiency	Director and Faculty

transitional Kindergarten and Kindergarten		
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ACHIEVEMENT GOAL #3— PARENTAL INVOLVEMENT

The charter school will meet or exceed the same accountability standards as district schools for parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

School Action	Method of Assessment	Person(s) Responsible
4A1. Communication Program: One Call, Web-site, Constant Contact, Student Information System, Outreach and Advertising materials to keep parents and community informed of school programs.	Percentage of guardians attending events and being involved through volunteering, counseling or attending classes.	Director
4A2. Involvement program: Campus events, Fundraising costs, Food and drinks for parenting classes and meetings	Percentage of guardians attending events and being involved through volunteering, counseling or attending classes.	Director
4A3 Resource assistance: Furniture, supplies and materials to convert the main office into an office with a resource center for guardians.	Percentage of guardians utilizing resource center	Director

ACHIEVEMENT GOAL #4— STUDENT ACHIEVEMENT

The charter school will meet or exceed the same accountability standards as district schools for pupil achievement, as measured by all of the following, as applicable:

- A. CA Measurement of Academic Progress and Performance on statewide assessment (as available)
- B. The Academic Performance Index (API) (as available)
- C. Percentage of pupils who are college and career ready
- D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

School Action	Method of Assessment	Person(s) Responsible
2A5 Intervention program: Full time interventionist, Educational materials, supplies, marketing costs, Volunteer	Percentage of Students receiving intervention and/or Summer School	Director

Center dues, Summer School Intervention program.		
<i>See Academic performance summary for students achievement information</i>		

ACHIEVEMENT GOAL #5— STUDENT ENGAGEMENT

The charter school will meet or exceed the same accountability standards as district schools regarding pupil engagement, as measured by all of the following, as applicable:

- A. School attendance rates
- B. Chronic absenteeism rates
- C. Middle school dropout rates (EC §52052.1(a)(3))
- D. High school dropout rates
- E. High School graduation rates

School Action	Method of Assessment	Person(s) Responsible
1A1 School Pride Program and Incentives: Attendance Awards, Achievement awards, Logo Wear, Food and Drinks	Attendance rates Chronic Absenteeism rate Gallup Survey Google survey	Director, attendance officer
1A3 Art Program: Classroom art supplies and materials	Attendance rates Chronic Absenteeism rate Gallup Survey Google survey	Director and Faculty
1A4 Authentic Learning Program: Off campus fieldtrips, engagement opportunities on campus involving community organizations that do outreach at schools	Attendance rates Chronic Absenteeism rate Gallup Survey Google survey	Director and Faculty
1A5 After School Program: Staff, supplies, educational materials, marketing, food and facilities.	Attendance rates Chronic Absenteeism rate Gallup Survey Google survey	Director and Faculty
1A8 Enrichment program: Materials and supplies for Friday Enrichment program	Attendance rates Chronic Absenteeism rate Gallup Survey Google survey	Director and Faculty
1A9 Makers' Program: Middle School Makers' Space materials, Makers' Certification program for two teachers, reMake Education Summit for all	Attendance rates Chronic Absenteeism rate Gallup Survey Google survey	Director and Faculty

faculty, administrator and ASP Director.		
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ACHIEVEMENT GOAL #6— SCHOOL CLIMATE

The charter school will meet the same accountability standards as district schools regarding school climate, as measured by all of the following, as applicable:

- A. Pupil suspension rates
- B. Pupil expulsion rates
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

School Action	Method of Assessment	Person(s) Responsible
1A2 Social and Emotional Support Program: ToolBox replacement materials and training, Middle School Lifeskill education materials. Peer Counselors program	Suspension rate Expulsion rate Gallup Survey Google survey	Director

ACHIEVEMENT GOAL #7— COURSE ACCESS

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

“Broad course of study” includes the following, as applicable:

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

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

School Action	Method of Assessment	Person(s) Responsible
Broad course of study will offered to all grades, including enrichment opportunities, service learning and social emotional programming.	Couse access review annually	Governing Board and Director

ACHIEVEMENT GOAL #8— STUDENT PERFORMANCE

All students will demonstrate appropriate developmental or age/grade level mastery of State and National standards (see <http://www.cde.ca.gov/be/st/ss/> and www.corestandards.org) and aligned with the state’s priorities detailed in California Education Code Section 51220.

School Action	Method of Assessment	Person(s) Responsible
See achievement Goal 2 for actions.		

Required Element C: Methods of Assessment

"The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." Cal. Ed. Code § 47605(b)(5)(C).

Kid Street shall adhere to all state testing requirements, including provisions of AB 484/2012 and any revisions of Education Code that are applicable to charter schools. As established in the previous section Kid Street will be utilizing diverse assessments that are aligned with the curriculum and instructional program, compliant with state expectations. They will be administered according to the assessment cycle below.

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Assessment	Description	Assessment Schedule
State required tests	STAR, CASSPP, PFT, CELDT	Annually, as available
Placement exams	CELDT, Math and English Diagnostics	Annually, as available
School Designed Assessments	Tests, Quizzes, Projects	Ad-hoc, weekly, bi-weekly, monthly
Local Control Accountability Plan		Annually
Summative Assessments	Common Core aligned final examinations	Each Trimester

Required Element D: School Governance

The Kid Street Learning Center Charter School is governed by an elected school governing board. The number of members on this board is determined by the provisions of the Bylaws. The Santa Rosa School District Board has the right, but not the obligation, to appoint one person to serve on the Kid Street Learning Center Charter School governing board. The member, if any, so appointed by the School District has full voting rights and is not required to be a participating parent in the program. In the past, parents have been members of the Board of Directors. All other members of the Kid Street Learning Center Charter School governing board are duly elected community members. At this time, the Kid Street Learning Center Board of Directors is looking into recruiting parents to be serve as member on the Board. Only one participating parent per family may be elected to serve on the governing board of the Kid Street Learning Center Charter School. The participating parents, by majority vote, elect governing board members annually to serve on a voluntary basis. One member of each participating family has the right to one vote per open position for governing board members.

All meetings of the school governing board are public and conducted in accordance with the Ralph M. Brown Act (ca. govt. code 54950 et seq.). All members of the school are encouraged to attend and actively participate. Decisions of the school governing board are based on a majority vote. Kid Street Learning Center Charter School welcomes Santa Rosa City Schools, and has enjoyed site visits from the superintendent, liaisons and Board Members.

Kid Street Learning Center Charter School is operated by a non-profit benefit corporation. The Brown Act and the Public Records Acts will be observed. A copy of the Board Bylaws is included in the Appendix. A copy of the Board Meeting Agenda is posted publicly at least 72 hours before the scheduled meeting. If Santa Rosa City Schools requests, we have Board Meeting minutes available.

Required Element E: Employee Qualifications (Education Code Section 47605(b)(5))

Equal Employment Opportunity

Kid School acknowledges and agrees that all persons are entitled to equal employment opportunity. Kid Street does not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/NCLB and Credentialing requirements

Kid Street Charter shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Kid Street shall ensure that all teachers and paraprofessionals meet the requirements for employment set forth in Ed. Code section 47605(l). Kid Street Charter shall maintain current copies of all teacher credentials and make them readily available for inspection.

Required Element F: Health and Safety of Pupils and Staff (Education Code Section 47605 (b)(6))

The Kid Street Charter School has adopted and implemented a comprehensive set of health, safety and risk management policies. These policies have been developed in consultation with the school's insurance carriers and at a minimum address the following issues:

- A requirement that all enrolling students provide records documenting immunization against relevant diseases or waivers as provided by law.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.

- A policy that requires all administrative and instructional staff to receive training in emergency response, including appropriate 'first responder' training or its equivalent.
- A policy that the school is housed in facilities that have received city fire Marshall approval, have been evaluated by a city building official to determine that the facilities meet the requirements for our class of occupancy, present no safety hazard, and are equipped with appropriate restroom and kitchen facilities.
- A requirement that each employee of the school submits to a criminal background check and furnishes a criminal record summary as required by Education Code Section 44237
- A policy that the building should be accessible for use by people with physical disabilities.
- The comprehensive set of health, safety, and risk management policies includes the following:
 - Health and Illness Guidelines
 - Universal Precautions
 - Exposure Control Plan for Blood-Borne Pathogens

Required Element G: Racial and Ethnic Balance

Currently, the area we serve, Eighth and Davis, and Southwest Santa Rosa, is home to approximately 4,500 children from low-income families. We serve children who are Hispanic, Caucasian, African American, Native American, Filipino, Pacific Islander, and Hawaiian. Because our population is fluid, we serve a wide variety of clients from our neighborhood, and the population of the larger area nearby. Our neighborhood is multi-ethnic, and represented by a diverse racial population. Because of this, we predict that our client mix will be representative of a population more diverse than that served by the Santa Rosa School district. Our current racial and ethnic ratio is:

Native American	16%
Hispanic	29%
Black	6%
White	37%
Those who responded 'mixed'	12%

Required Element H: Admissions Requirements

McKinney-Vento Homeless Assistance Act

Kid Street adheres to the provisions of the McKinney-Vento Homeless Assistance Act and ensures that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Kid Street shall provide specific information, in its outreach materials, websites, at community

meetings, open forums, and regional center meetings, that notifies parents that the school is open to enroll and provide services for all students.

NON-DISCRIMINATION

Kid Street does not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Kid Street may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter. Kid Street shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

Required Element I: Audits

Kid Street Charter School shall annually contract for a financial audit to be conducted separately from the District's audit. The Charter School's audit shall be paid for from the Charter School's budget. The audit shall be conducted by a certified public accountant with experience in public school finance. The audit shall be in accordance with Generally Accepted Accounting Principles issued by the American Institute of Certified Public Accountants. The annual audit report shall be forwarded to the District, the State Controller, the Sonoma County Superintendent of Schools, and the State Department of Education by December 15 of each year. Audit exceptions and deficiencies shall be resolved to the satisfaction of the District.

Kid Street Learning Center Charter School has developed and regularly updates a comprehensive fiscal plan, establishing a sound financial management system, and has established an appropriate set of fiscal management policies for the school to the satisfaction of the Santa Rosa City School Board's chief financial officer.

Required Element J: Pupil Suspension or Expulsion

Kid Street Charter School has developed and maintained a comprehensive set of student discipline policies. These policies are printed and distributed as part of the school's handbook, and clearly describe the school's expectations regarding attendance, mutual respect, substance abuse, violence, and safety and work habits. In the event of suspension or recommendation for expulsion, students will be afforded basic due process. The policies referred to here have been adapted to conform to federal law.

Required Element K: State Teachers' Retirement System and Social Security

The classified staff at Kid Street Charter School is participating in the Social Security program. Certificated staff participates in the State Teachers' Retirement System.

Required Element L: Public School Attendance Alternative

Students who opt not to attend Kid Street Learning Center Charter School may apply to attend other schools based upon their area of residence.

Required Element M: Employee Rights to Leave the District to Work at the Charter or Return to the District

Any rights which shall accrue to such District staff members will be based solely upon District policies and/or collective bargaining agreements.

Required Element N: Resolution of Disputes

The Kid Street Learning Center Charter School's Board of Directors has adopted policies and processes for airing and resolving internal and external disputes. The Santa Rosa School District agrees to refer all complaints to the school's director for resolution in accordance with the school's policies. All concerned parties including teachers, parents, board members of Kid Street, school committee members and staff will be provided with a copy of the school's policies and dispute resolution process. Each participant in the school agrees to work within the guidelines of the policy.

In the event of a dispute between Kid Street Charter School and the District concerning provisions of the charter, the parties agree to meet and seek mutual agreement. If no agreement is reached, the Santa Rosa School District Board of Education will make the final decision. Kid Street Charter School retains full rights to seek redress under the law.

In accordance with the District's policies and State Regulation, Kid Street Learning Center Charter School understands that if the District finds reasonable cause to revoke this charter, the Kid Street Board will be given reasonable time to respond and take corrective action prior to the revocation of the charter.

Required Element O: Employees' Rights

No employee of Santa Rosa City Schools is required to work at Kid Street Charter School. Any employee who so desires shall be considered for employment through an open application process and, if hired, shall enter into a contractual agreement with the governing Board of Kid Street Charter School, which shall have the authority to hire and terminate the position of teacher, in accordance with the agreement executed between Kid Street Charter School Board of Directors and the teacher. Any right of the employee to return to the regular employ of the School District must be secured through an agreement reached with the District prior to employment by the Charter School.

Required Element P: Procedures for Charter School Closure

In the event of closure of the Kid Street Learning Center Charter School, the assets and liabilities of the school will be disposed of by the school's governing board to another charter school, non-profit organization, or other appropriate entity in accordance with the asset disposition of the school's by-laws. The governing board will attend to enumerating and disposing of the assets and liabilities as directed in the by-laws, and the Board treasurer shall ensure that a final audit of the school's assets and liabilities is performed. Upon matriculation at the end of each school semester or term, and upon graduation, parents or guardians of students will be provided with a printed or electronic transcript of their student's academic progress at the school, along with other relevant information. Thus, in the event of a school closure, parents and students will possess an independent copy of potentially necessary pupil records. The school's governing board may also provide for the transfer of such records to a responsible and willing school district, county office of education, or other qualified entity, if available at the time the school closes. School resources allowing former charter school staff may be retained for a period of designated weeks or months after school closure to ensure that student records are transferred to the families and/or appropriate agencies. In the event that no such willing repository is available, the records shall be disposed of or destroyed in a fashion consistent with state and federal law and which will ensure confidentiality of the records.

APPENDIX A

BOARD BYLAWS

BYLAWS OF Kid Street Learning Center Charter School and Kid Street Learning Center, Inc. As Adopted

Article I.	Offices	1
	Section A – Principal Office	1
	Section B – Principal Office Change of Address	1
	Section C – Other Offices	1
Article II.	Purposes and Mission	1
	Section A – Purposes	1
Article III.	Fiscal Year	1
Article IV.	Nonpartisan Activities	1
Article V.	Dedication of Assets	2
Article VI.	Members	2
	Section A – Members Prohibited	2
	Section B – Effect of Prohibition	2
Article VII.	Directors	2
	Section A – Powers and Duties	2
	Section B – Numbers and Qualifications of the Board of Directors	3
	Section C – Terms of Office of the Board of Directors	3
	Section D – Nomination and Election of Directors	3
	Section E – Assumption of Office	3

	Section F – Conflict of Interest	4
	Section G – Board Vacancies	4
Article VIII.	Meetings of the Board of Directors	4
	Section A – Meeting Place	4
	Section B – Meeting Time	5
	Section C – Special Meetings	5
	Section D – Notice of Meetings	5
	Section E – Conduct of Meetings	5
	Section F – Quorum	5
	Section G – Participation in Meetings by Conference Telephone	5
	Section H – Waiver of Notice	6
	Section I – Adjournment	6
	Section J – Action without Meeting	6
Article IX.	Rights of Inspection	6
Article X.	Committees	6
	Section A – Committees	6
	Section B – The Executive Committee	7
	Section C – Standing Committees	7
	Section D – Ad Hoc Committees	8
Article XI.	Officers of the Board	8
Article XII.	Officers of the Corporation	8
	Section A – Officers (President, Vice-President, Secretary, Treasurer)	8

	Section B – Removal and Resignation	9
Article XIII.	Delegation of Duties	9
	Section A – Executive Director	9
	Section B –Executive Director Designate	10
Article XIV.	Indemnification of Directors, Officers Employees and other Agents	10
	Section A – Definitions: For the purpose of this article	10
	Section B – Successful Defense by Agent	10
	Section C – Actions brought by Persons other than the Corporation	10
	Section D – Actions brought by or on behalf of the Corporation	11
	Section E – Determination of Agents Good Faith Conduct	11
	Section F – Limitations	12
	Section G – Advance of Expenses	12
	Section H –Contractual Rights of Nondirectors And Nonofficers	12
	Section I – Insurance	12
	Section J – Fiduciaries of Corporate Employee Benefit Plan	12
Article XV.	Other Provisions	12
	Section A –Endorsement of Documents, Contracts	12
	Section B – Representation of Shares of other Corporations	13
	Section C –Construction and Definitions	13
	Section D –Amendments	13

Article I – Offices

Section A – Principals Office

The principal office for the transaction of the business of the Corporation (principal executive office) is located in the County of Sonoma, State of California.

Section B – Principal Office Change of Address

The Board of Directors may change the principal office of the corporation from one location to another by majority vote of the board. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws, unless such change is a move outside of the County of Sonoma, State of California, in which case, Article I, Section A must be amended to reflect change of county and name such county.

Section C – Other Offices

The Corporation may also have offices at such other places within the County of Sonoma as its business may require and as the Board of Directors may, from time to time, designate.

Article II – Purposes and Mission

Section A – Purposes

The purposes of this organization are stated in the Articles of Incorporation as follows:

1. This Corporation is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organization under Section 501(c) (3) of the Internal Revenue Code of 1954. Its mission is:
 - a. To serve youth at risk, children without home and other disregarded children in our community.
 - b. To provide a safe place for children and their families to discover acceptance, empowerment, hope and caring.
 - c. To build self-esteem, confidence, and self-expression.
 - d. To do this in hope of providing a better future for our children in our community.

Article III – Fiscal Year

The fiscal year of the Corporation shall be from July 1 through June 30.

Article IV – Nonpartisan Activities

The Corporation has been formed under the California Nonprofit Benefit Corporation Law for the purposes described above, and it shall be a nonprofit and nonpartisan.

No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation.

The Corporation shall not participate or intervene in any political campaign on behalf of any candidate or public office, or for or against any cause or measure being submitted to the people for a vote.

The Corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

Article V – Dedication of Assets

The properties and assets of this nonprofit Corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any member or Director of this Corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to an organization dedicated to charitable purposes, provided that the organization continues to be dedicated to the exempt purposes as specified in Internal Revenue Code Section 501(c)(3).

Article VI – Members

Section A – Members Prohibited

The Corporation shall not have members.

Section B – Effect of Prohibition

Pursuant to the Nonprofit Benefit Corporation Law of the State of California, any action which would otherwise require approval of a majority of all members or approval of a majority of all members or approval by the members, shall require the approval of the Board of Directors. Furthermore, all rights which would otherwise be vested in the members under law, shall vest in the Directors of this Corporation.

Article VII - Directors

Section A –Powers and Duties

1. General Corporate Powers

Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required by the members, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the Board of Directors.

2. Specific Powers

Without prejudice to these general powers, and subject to the same limitations, the Directors shall have the power to:

- a. Select and remove all officers, agents, and employees of the corporation; prescribe any powers or duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation;
- b. Borrow money and incur indebtedness on behalf of the Corporation and caused and delivered for the Corporation's purpose, in the Corporate name, promissory notes, bonds, debenture, deeds or trust, mortgages, pledges, hypothecations, and other debt and securities; and,
- c. Have all the powers a Nonprofit Public Benefit Corporation has under law.

3. Directors' Duties

The Board of Directors shall be responsible for the management of the business affairs of the Corporation. The Directors shall have the following duties:

- a. Perform any and all duties imposed on them collectively or individually by law, by the Articles of this Incorporation, or by these Bylaws;

2.

- b. Make final approval of all programs and projects of purpose and budget of this corporation;
- c. Continuously monitor and evaluate the fiscal transactions and program activities of the Corporation;
- d. Hire and retain such staff as may be necessary for the achievement of the purposes, mission and goals of the Corporation;
- e. Appoint and remove, employ and discharge, and except as otherwise provided in these Bylaws. Prescribe the duties and fix the compensation, if any, of all officers, agents and employees of this Corporation; and,
- f. Supervise all officers, agents and employee of the Corporation to assure that their duties are performed properly.

The only staff person or volunteer who is directly responsible to the Board of Directors is the Executive Director, and any implementation of the Board policy is directed through the Executive Director.

Board Members are not authorized to manage staff or volunteer business except through the Executive Director or the organization.

The procedures by which personnel matter shall be administered are clearly articulated in the Corporation's Personnel Policies and Procedures Manual.

Section B –Number and Qualifications of the Board of Directors

The authorized number of Directors shall not be more than twenty-five (25) Directors unless changed by the amendment of these Bylaws. Collectively, the Directors shall be known as the Board of Directors (or, the "Board").

Section C –Terms of Office of the Board of Directors

The terms of office of one-half, or fifty percent (50%), of the Directors shall be one (1) year, and the terms of office of the remaining half, or fifty percent (50%), of the Directors shall be two (2) years, as determined by the Board of Directors. Directors may serve consecutive terms, the number of which shall be determined by the Board of Directors, but shall not exceed in length, five (5) two year terms or ten (10) years. Board approval by a majority will be necessary for term renewal.

Section D –Nomination and Election of Directors

Board Members shall nominate persons to serve as Directors for one (1) or two (2) years at each year's November Board Meeting. The candidates are receiving the highest number of votes up to the number of Directors to be elected shall be elected. Cumulative voting shall not be permitted.

Section E –Assumption of Office

Newly-elected members of the Board of Directors shall take their seats as of the first monthly meeting following their election. The outgoing President of the Corporation shall invite the newly-elected members of the Board to attend any interim Board of Director's Meetings as non-voting participants. Departing officers will revert to a consultant role to the newly-elected Officers for a period not to exceed ninety (90) days.

Section F – Conflict of Interest

1. No Director may receive compensation by the Corporation for any services rendered to it except that they may be allowed and paid expenses incurred in effecting the purposes of the Corporation, pursuant to prior approval by the Board. Expense reports shall be submitted to the President of the Board for review and approval.
2. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors may be interested persons. “Interested Persons” means either:
 - a. Any person who has been compensated by the Corporation for services rendered it within the twelve (12) months, whether as a full or part-time employee, independent contractor, or otherwise, excluding any expenses paid to a Director as a Director; or,
 - b. Any brother, sister, ancestor, descendent, spouse, brother-in-law, sister-in-law, mother-in-law, or of any such person.
3. A self-dealing transaction means a transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest. Such a Director is an “Interested Person.”
4. Once a self-dealing transaction is evident, the Board of Directors shall proceed in accordance with the provisions set forth in section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section G – Board Vacancies

1. Events Causing Vacancies. A vacancy in the board shall exist upon:
 - a. A director’s death, resignation, or removal.
 - b. A director being declared of unsound mind by a final court order, being found guilty by final order or any felony, and/or to have breached a duty under Sections 5230 through 5238 of the California Nonprofit Public Benefit Corporation Law.
 - c. The authorized number of Directors being increased.
2. Resignations. A Director may resign by giving notice to the President, the Secretary, or the Board. The Board of Directors will elect a successor in accordance with Article VII, Section G, 5.
3. Changes in Number of Directors. No reduction in the authorized number of Directors shall have the effect of removing a Director before his/her term of office expires.
4. Removal Without Cause. Any Director may be removed without cause by a vote of two-thirds (2/3) of the authorized Board of Directors.
5. Appointment of New Board Member. Whenever a Board Members has resigned his/her position from the Board of Directors in the manner herein described or whenever a Board Member is removed for a cause, the Board of Directors, no later than the first regular meeting of the Board of Directors, no later than the first regular meeting of the Board of Directors within ninety (90) days from the effective date of the resignation or removal, shall fill the vacancy by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director.

Article VIII – Meetings of the Board of Directors.

Section A – Meeting Place

The Board shall hold meetings as such places as may be designated from time to time by the Board of Directors. The Board shall designate the place for meetings in the meeting notice.

Section B –Meeting Time

The Directors shall hold regular meetings at a minimum of a monthly basis on such day time as the Board may designate. The Secretary of the Corporation shall notice regular meetings in accordance with Article VIII, Section D.

Section C –Special Meetings

Special meetings of the Board may be called by the President, Vice-President, the Secretary or by any two (2) Directors. Special meetings shall be held at the place designated by the person(s) calling the meeting, and in the absence of such designation, at the Principal Office of the Corporation.

Section D – Notice of Meetings

The meeting notice shall specify the place, day, hour and purpose of the meeting. For regular meetings, the secretary shall include an agenda with the meeting notice.

Regular and special meetings of the Board shall be held upon four (4) working days' notice by first class mail or forty-eight (48) hours' notice delivered personally or by telephone or facsimile. If sent by mail or facsimile, the notice shall be deemed to be delivered on its deposit in the mail or on its transmission. Such notices shall be addressed to each Director at his or her address as shown on the books of the Corporation.

Notice of the time and place of holding an adjourned meeting need not to be given to absent Directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned meeting to Directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

Section E –Conduct of Meetings

Unless the President shall otherwise provide, the regular and special meetings and other actions of the Board of Directors shall be governed by the provisions of these Bylaws and Robert's Rules of Order. Minutes shall be kept of each meeting.

Section F –Quorum

A majority of the members of the Board of Directors currently in office constitutes a quorum of the Board for transaction of business, except to adjourn. See Section I-Adjournment. Every decision made by a majority of the Directors present at a meeting shall be the official act of the Board.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of enough Directors to leave less than a quorum, if the action is ratified by a majority of the board at its next regular meeting.

Section G –Participation in Meetings by Conference Telephone

The Board of Directors may participate in a meeting through use of conference telephone or similar communication equipment, so long as they can hear each other. Such participation shall constitute personal presence at the meeting.

Section H –Waiver of Notice

Notice of a meeting need not be given to a Director who signs a waiver of notice or consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting.

Section I –Adjournment

A majority of the Directors present may adjourn a meeting to another time and place. Notice need not to be given to absent Directors, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, notice of the new time and place shall be given to the Directors who were not present at the time of adjournment.

Section J –Action without Meeting

Any action by the Board may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Such consent shall have the same effect as a unanimous vote of the Board, and such written consent shall be filed with the minutes of the proceeding of the Board.

Article IX – Rights of Inspection

Each Director has the right at any reasonable time to inspect and copy any corporate books, records, or documents of any kind and to inspect the physical properties of the Corporation. The procedure will be established by the Board.

Article X – Committees

Section A –Committees

The President may appoint one or more committees, ratified by the Board, each consisting of one or more Directors, and delegate to such committees any of the authorities of the Board except with respect to:

1. The approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of Directors;
2. The filling of vacancies on the Board or any committee;
3. The amendment or repeal of Bylaws or the adoption of new Bylaws;
4. The amendment or repeal of any resolution of the Board;
5. The approval of any self transaction, as defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law;
6. Amending the Articles of Incorporation;
7. Voluntarily dissolving the Corporation.

Any committee may be created and the members ratified by the Board in the manner specified in Article X, Section C. Any committee may be designated by such name as the President shall specify.

The President may appoint alternate members of any committee who may replace any member at any meeting of the committee. The President shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the President shall have the power to provide, the regular and special meeting and other actions or any such committee shall be governed by the provisions of these Bylaws and Robert's Rules of Order. Minutes shall be kept of each committee meeting.

Section B –The Executive Committee

The Executive Committee shall consist of four (4) Directors. Four (4) of the Directors shall be: The President, Vice-President, the Secretary, and the Treasurer, and they shall serve in their regular offices on the Executive Committee. All members of the Executive Committee shall serve for such terms as coincide with their terms as Directors of the Corporation and may be re-elected to the Executive Committee the number of terms set by the Board of Directors. The Executive Committee shall meet monthly or as specially called meeting of the Board of Directors, the Executive Committee, in the absence of a quorum of the Board of Directors, shall exercise all the powers granted to the Board of Directors, except the power to amend or repeal Bylaws.

1. Power of the Executive Committee. The Executive Committee shall exercise all the powers of the Board of Directors during the period between Board Meetings, except to:
 - a. Amend or repeal the Articles of Incorporation;
 - b. Dissolve the Corporation;
 - c. Select the individual to occupy the positions of the President and the Vice-President;
 - d. Fill vacancies on the Board or in any committee which has authority of the Board;
 - e. Amend or repeal the Bylaws or adopt new Bylaws;
 - f. Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
 - g. Appoint committees of the Board;
 - h. Approve any self-deal transaction.
2. Executive Committee Decisions. Executive Committee decisions shall be made by a majority, and such decisions may be made by any form of communication, including telephonic, between these committee members without the necessity of a meeting. The decisions made by the Executive Committee other than during a meeting shall be recorded in written form, and be filed with the Secretary of the Corporation, and distributed to all members of the Board on a monthly basis.

Section C –Standing Committees

The Board of Directors shall determine which standing committees of the corporation are necessary. In addition to the Executive Committee, other standing committees may be ratified by the Board of Directors. Although such committees may consist of persons who are not also members of the Board, these committees shall be chaired by members of the Executive Committee in the following manner:

1. The Personnel Committee. This committee is chaired by the President of the Board. This committee is charged with development and maintenance of clear and equitable personnel policies for the approval of the Board, and with grievance responsibilities.
2. The Finance Committee. This committee is chaired by the Treasurer of the Board and is charged with the review of the books and programs of the Corporation, financial statements and reports, accounting systems, and other financial and fiscal matters.
3. Other Standing Committees. A number of other standing committees may be established for the purpose of meeting certain specialized needs of the organization as authorized by the Board.

7.

Section D – Ad Hoc Committees

The Board of Directors determine which ad hoc committees of the Corporation are necessary. Ad hoc committees may be ratified by the Board of Directors as needed. Although such committees may consist of persons who are not also members of the Board, these committees shall be chaired by members of the Board.

Article XI – Officers of the Board

The Directors shall elect a President, Vice-President, Secretary, and Treasurer from their members at the regular October or November meeting and whenever these offices are vacant. The officers of the Board are the President, Vice-President, Secretary, and Treasurer of the Board, and comprise the Executive Committee. They shall serve for a period coinciding with their terms as Directors and may be re-elected the number of terms specified by the Board of Directors. The President shall preside over meetings of the Board except that in his/her absence, the Vice-President shall preside. When the President and Vice-President are absent, the Secretary or Treasurer shall preside. If none of these Board officers is present, the members of the Board shall select a temporary presiding officer from the remaining Board Members.

Article XII – Officers of the Corporation

Section A – Officers (President, Vice-President, Secretary, Treasurer)

The officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer. These four (4) officers shall be nominated by Board Members and voted on by the majority of the Board of Directors. These Corporate Officers shall serve at the pleasure of the appointing power and shall hold their respective offices until the end of their terms as Board Members, their resignation, removal, or other disqualification from service. The Board may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed by the Board.

1. President. The President is the general manager and chief executive officer of the Corporation and has, subject to the control of the Board, general supervision, direction, and control of the business and officers of the Corporation. The President has the general powers and duties of management usually vested in the office of the President and General Manager of a corporation, and such other powers and duties as may be prescribed by law, by the Articles of Incorporation, by these Bylaws, or by the Board. The President shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts and other instruments which may be authorized by the Board.
2. Vice-President. In the absence or disability of the President, the Vice-President designated by the Board shall perform all duties of the President and, when so acting, shall have all powers of, and be subject to, all the restrictions upon the President. The Vice-President shall have such other powers and perform such other duties as from time to time may be prescribed for him/her by the President or by the Board.
3. Secretary. The Secretary shall attend to the following:
 - a. Book of Minutes. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of

minutes of all meetings and actions of the Board and its committees, with the time and place of holding, whether regular or special and, if special, how authorized, the notice given, the names of those present at such meetings, the number of Board Members present at meetings, and the proceedings at such meetings.

- b. Notices, Seals, and Other Duties. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws to be given. He/she shall keep the seal of the Corporation in safe custody. The Secretary shall certify all duly executed documents as authorized by law and these Bylaws. He/she shall make available to any Director or to his or her duly appointed representative, the records of the Corporation for inspection and copying during normal business hours and upon at least forty-eight (48) hours' notice. The Secretary shall have other powers and perform other duties as may be prescribed by the Board of Directors or the Bylaws.

4. Treasurer. The Treasurer shall attend to the following:

- a. Book of Account. The Treasurer will keep and maintain adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements; will render to the President and Board of Directors at each monthly meeting written account of the transactions of the Corporation for the prior month and of the financial condition of the Corporation; and will have other powers and perform such other duties as may be prescribed by the Board of Directors.
- b. Deposit and Disbursement of Money and Valuables. The Treasurer will work with the Executive Director to receive, and give receipt for, monies due and payable to the Corporation; will deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; will disburse or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements; will render to the President and Directors whenever they request it, an account of the financial condition of the Corporation; and will have other powers and perform such other duties as may be prescribed by the Board of Directors.

Section B – Removal and Resignation

Any officer may be removed, either with or without cause, by the Board at any time. Any officer may resign at any time by giving notice to the Corporation. The resignation shall take effect upon receipt of the notice or any later time specified therein and the acceptance of the resignation shall not be necessary to make it effective.

Article XIII – Delegation of Duties

Section A – Executive Director

The Board may designate to an Executive Director any of the powers and authority of the Board in the management of the business and affairs of the Corporation, except:

1. The approval of any action which, under law or the provisions of these Bylaws, requires the approval of a majority of all the Board of Directors.
2. The filling of vacancies on the Board or on any committee which has the authority of the

Board.

3. The fixing of compensation.
4. The amendment or repeal of these Bylaws or the adoption of new Bylaws.
5. The amendment or repeal of any resolution of the Board.
6. The appointment of committees of the Board or the members thereof.
7. The approval of any transaction to which this Corporation is a party and in which one or more of the Directors has a material financial interest, except as expressly provided in Section 5233 (d)(3) of the California Nonprofit Public Benefit Corporation Law.

Unless specifically authorized by resolution of the Board, the Executive Director shall not have authority to execute instrument, enter into contracts or incur any obligations or liability on behalf of the Corporation or transfer any assets or funds of the Corporation. The Board may require the Executive Director to post a bond or provide adequate liability insurance as a condition of the Executive Director's employment, or the Board may authorize payment of the premium therefore from the assets of the Corporation.

Section B –Executive Director Designate

In lieu of an Executive Director, the Board may designate three (3) members of the Board (by majority vote of all the Directors) to constitute an Executive Director Committee with the same powers and restrictions as the Board may impose.

Article XIV – Indemnification of Directors, Officers, Employees and Other Agents

Section A –Definitions: For the purpose of this Article

1. "Agent" means any person who is or was a Director, officer, employee, or other agent of this Corporation, or is or was serving at the request of this Corporation as a Director, that was predecessor corporation of this Corporation or of another enterprise at the request of the predecessor corporation.
2. "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.
3. "Expenses" include, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claim or proceeding against an agent by reason of his/her position or relationship as agent and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article.

Section B –Successful Defense by Agent

To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue or matter herein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him/her, then the provisions of Article XIV shall determine whether the agent is entitled to indemnification.

Section C –Actions brought by Persons other than the Corporation

Subject to required findings, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of this Corporation, or by any officer, Director, or person granted related status by the

Attorney General, or by the Attorney General on the ground that the defendant Director was or is engaging in self-dealing within the meaning of California Corporation Code 5233, or by the Attorney General, for any breach of duty relating to assets held in chargeable trust by reason of this fact that such person is or was an agent of the Corporation, for all expenses, judgments, fines, settlements, and other amount actually and reasonably incurred in connection with the proceeding.

Section D –Actions brought by or on behalf of the Corporation

1. Claims Settled Out of Court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the settlement or other disposition or for any expenses incurred in defending against the proceeding, unless approved by the Attorney General.
2. Claims and Suits Awarded Against Agent. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action brought by or on behalf of this Corporation by reason of the fact that the person is or was an agent of this Corporation, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:
 - a. The determination of good faith conduct required by Section E, below, must be made in the manner provided for in that section; and,
 - b. Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section E –Determination of Agent’s Good Faith Conduct

The indemnification granted to an agent under Article XIV is conditioned on the following:

1. Required Standard of Conduct. The agent seeking reimbursement must be found, in the manner prescribed in Article XIV that he/she acted in good faith, in a manner he/she believed to be in the best interest of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he/she reasonably believe that his/her conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his/her conduct was unlawful.
2. Manner or Determination of Good Faith Conduct. The determination of whether that agent did act in a manner complying with Section E (1) above shall be made by:
 - a. The Board of Directors, by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
 - b. The affirmative vote of a majority of voter represented and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum); or,
 - c. The court in which the proceeding is or was pending. Such determination may be

made on application brought by this Corporation or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney, or other person is opposed by this Corporation.

Section F –Limitations

No indemnification or advance shall be made under Article XIV under any circumstances when it appears:

1. That the indemnification or advance would be inconsistent with provision of the Articles, a resolution of the Directors, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceedings in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or,
2. That the indemnification would be consistent with any condition expressly imposed by a court in approving a settlement.

Section G –Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent the amount of the advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section H –Contractual Rights of Nondirectors and Nonofficers

Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and officers of this Corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

Section I –Insurance

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this section.

Section J –Fiduciaries of Corporate Employee Benefit Plan

This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of any employee benefit plan in that person's capacity as such, even though that person may also be an agent of the Corporation as defined in Section A of this Article. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by law.

Article XV – Other Provisions

Section A –Endorsement of Documents; Contracts

Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing, any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the President of the Corporation, shall be valid and binding on the Corporation. Any such instruments may be signed by any other person or persons and in such manner as from time to

time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent, or employee shall have any power or engagement to pledge its credit or to render it liable for any purpose of amount.

Section B –Representation of Shares of other Corporations

The President or any other officer or officers authorized by the Board are each authorized to vote, represent, and exercise on behalf of the Corporation or corporations standing in the name of the Corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized to do so by proxy or power of attorney duly executed by said officer.

Section C –Construction and Definitions

Unless the context otherwise requires, the general procedures, rules of construction, and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Additionally:

1. Gender. Whenever the pronoun “he” or “she” appears anywhere within these Bylaws and/or in any action of the Board with general application, the same shall be taken to include the masculine gender, the feminine gender, and the neuter gender, without prejudice to any one.
2. Metonymy. Whenever the words “President” and “the Board of Directors” or “Board” appear within these Bylaws and/or in any action of the Board and/or its committees with general application, the same shall be construed to referring to either of them, for all intents and purposes, unless otherwise specified to the contrary.

Section D –Amendments

Amendment to these Bylaws shall be made by recommendation of the Bylaws Committee in writing to the Board of Directors at a regularly or specially called Board of Directors Meeting for this purpose. The notice sent to the Board Members shall include a copy of the Bylaws Committee’s recommendation.

BYLAWS OF KID STREET LEARNING CENTER, INC AS ADOPTED ON MAY 24, 1993.

AMENDMENTS – APPROVED – OCTOBER 13, 1997.

AMENDMENTS – APPROVED – AUGUST 19, 1998.

APPENDIX B

BOARD MEMBERS

Kid Street Learning Center

Board of Directors

<p>Deborah Bull, President Attorney</p> <p>438 FIRST ST 4TH FLOOR P.O. BOX 1028 SANTA ROSA, CA 95402</p> <p>(707) 525-8800 (707) 545-8242 (Fax) (707) 322-7015 (cell)</p> <p>Bull@perrylaw.net</p>	<p>Francine Schuler, Vice President Sr. Account Executive Mill Valley Insurance License #0642518</p> <p>735 Olive Avenue Novato, CA 94947</p> <p>(707) 293-8647 (cell) (415) 389.7140 (office) (415) 389.7145 (fax) Birthday: 11/6</p> <p>Francine@millvalleyinsurance.com Francine.marie@sbcglobel.net</p>	<p>Kay Allen, Secretary Criminal Operations Manager Sonoma County Superior Court</p> <p>5520 Inverness Avenue Santa Rosa, CA 95404</p> <p>(707) 484-9604(cell) Birthday: 8/1</p> <p>kasmith4574@gmail.com <i>Executive Committee</i></p>	<p>Mike Turner, Treasurer Retired Business Owner</p> <p>1940 Gardenview Court Santa Rosa, CA 95403</p> <p>(707) 546.4604 (home) (707) 921-8130 (cell) Birthday: 6/2</p> <p>Mike-sandraturner@att.net</p>
<p>Jeff Mallan CPA</p> <p>P.O. Box 601 Santa Rosa, CA 95402</p> <p>(707) 889-1464</p> <p>forensiccpa@mallanassociates.com</p>	<p>Maureen Nelson Teacher</p> <p>161 Grant Court Petaluma, CA 94952</p> <p>707-477-8347 (cell) 707-769-7707 (Home) Birthday: 2/9</p> <p>Maureendnelson@gmail.com</p>	<p>(Non- voting) Kathleen Mallamo Principal and Executive Director of Kid Street Learning Center</p> <p>P.O. Box 6784 Santa Rosa, CA 95406 707-525-9223</p> <p>kathleenm@kstreet.org</p>	<p>Kid Street Learning Center Charter School</p> <p>709 Davis Street Santa Rosa, CA 95401</p> <p>P.O. Box 6784 Santa Rosa, CA 95406</p> <p>707-525-9223(Office) 707-525-9432(Fax)</p>

Updated 4/26/2016

APPENDIX C

Teacher Evaluation and Professional Learning Community Process

Certificated Staff Evaluation

California Teaching Standards Based

Kid Street Charter school

Teacher

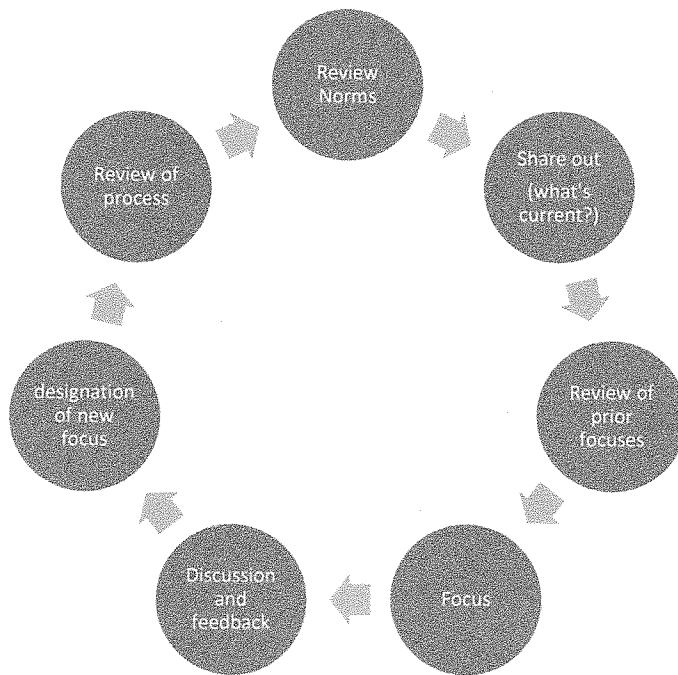
Date

This evaluative tool is used to communicate the overall achievement and performance of a teacher throughout a school year. It is not possible for one document to capture all the strengths and areas for improvement that may exist. Using curriculum maps, assessment information, observations, discussions, and self evaluation information, the director provides this snapshot as a guide for achievement that can be communicated to the Board of Directors if necessary.

Standard 1 Engaging and Supporting All Students in Learning	Exceeding standard	Meeting standard	Developing practice	Not meeting standard
Comments				
Standard 2 Creating and Maintaining Effective Environments for Student Learning	Exceeding standard	Meeting standard	Developing practice	Not meeting standard
Comments				
Standard 3 Understanding and Organizing Subject Matter for Student Learning	Exceeding standard	Meeting standard	Developing practice	Not meeting standard

Standard 4 Planning Instruction and Designing Learning Experiences for All Students	Exceeding standard	Meeting standard	Developing practice	Not meeting standard
Comments				
Standard 5 Assessing Students for Learning	Exceeding standard	Meeting standard	Developing practice	Not meeting standard
Comments:				
Standard 6 Developing as a Professional Educator	Exceeding standard	Meeting standard	Developing practice	Not meeting standard
Comments:				

Kid Street Professional Learning Community Process



Our school norms

1. We find a way to deliver messages about students in a professional way. We do not show disrespect for students.
2. We communicate with each other. We don't gossip.
3. When something goes wrong, we take responsibility for it and then we work together to fix it.
4. Our primary goal is to work together to see students thrive and learn.

APPENDIX D

Academic Performance Summary

Academic Performance Summary

Site based assessments results:

ELA	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017 Goal
Proficiency rate using DIBELS, Lexia Core 5 and Amplify CCSS	24%	29%	37%	44%	48%

Math	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017 Goal
Proficiency rate using EnVision (2012-2014) Engage New York -later renamed Eureka CCSS (2014-present)	38%	44%	40%	41%	45%

Smarter Balanced Results:

Kid Street Charter

	2014-2015	2015-2016	2016-2017 Goal
ELA All students who Met or exceeded standard	28%	29%	33%
Math All students who Met or exceeded standard	23%	21%	27%

	2014-2015	2015-2016	2016-2017 Goal
ELA Disadvantaged Economic Status students who Met or exceeded standard	28%	31%	35%

Academic Performance Summary

Math Disadvantaged Economic Status students who Met or exceeded standard	24%	22%	26%
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Santa Rosa City Schools Elementary

	2014-2015	2015-2016	2016-2017 Goal
ELA All students who Met or exceeded standard	32%	36%	
Math All students who Met or exceeded standard	26%	27%	

	2014-2015	2015-2016	2016-2017 Goal
ELA Disadvantaged Economic Status students who Met or exceeded standard	20%	23%	
Math Disadvantaged Economic Status students who Met or exceeded standard	15%	16%	

Narrative for performance summary:

As the above tables show, our charter has been making steady progress in student achievement. We understand that authorizers are expecting their charters to have higher achievement in standardized testing than the rest of their district. Although we do not have as high achievement for all students, when comparing the data of economically disadvantaged youth, one can see that Kid Street is outperforming the district with this special population. When taking into consideration other factors that are not tracked through the state such as past homelessness, abuse, or trauma our students are succeeding considering the great odds that the majority of them are up against.

APPENDIX E

Financial Summary



KID STREET LEARNING CENTER CHARTER SCHOOL

To: Santa Rosa City School District

From: Gina Stieb
Business Consultant

Date: November 4, 2016

Re: Charter Renewal Financial Soundness Overview

Kid Street Charter School has maintained a balanced budget and ample reserve since their last charter renewal. The school's administration and business services work closely together to ensure that the annual budget and LCAP is aligned and monitored throughout the year.

The school's revenue in 2015-16 was \$1,175,125 and expenses were \$936,860, for an excess of \$238,264. The net ending assets for 2015-16 was \$1,067,333 and net undesignated fund balance was \$490,949. For the current year, the school is projecting revenues of \$1,297,781 and expenses of \$1,163,733, for an excess of \$137,008. Kid Street is projecting an excess of \$71,878 in 2017-18 and \$33,482 in 2018-19.

The school maintains sufficient cash flow of approximately 80% or more of its total annual expenses. The school's current cash balance is \$998,400.

Kid Street Charter School is financially solvent in the current year and should remain financially solvent in future years.

Please feel free to contact me if you have any questions or would like more information.

Attachment: 2016-17 First Interim Budget and Multi-Year Projections

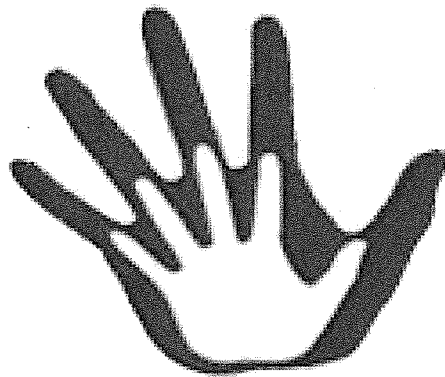
**KID STREET LEARNING CENTER CHARTER SCHOOL
2016/17 FIRST INTERIM BUDGET
& MULTI-YEAR PROJECTIONS THROUGH 2018/19**

	2015/16 ACTUALS			2016/17 FIRST INTERIM BUDGET			2017/18 PROJECTED BUDGET			2018/19 PROJECTED BUDGET		
	Enrollment	94		Projected Enrollment	117		Projected Enrollment	120		Projected Enrollment	120	
	Unduplicated Pupils Percentage (3 yr rolling %)	88.63%		Projected Unduplicated Pupils %	86.75%		Projected Unduplicated Pupils %	84.89%		Projected Unduplicated Pupils %	83.19%	
	Average Daily Attendance	87.90		Projected ADA- 93% of Enrollment	108.50		Projected ADA	112.00		Projected ADA	112.00	
	LCFF COLA and GAP/Phase-in %	1.02% COLA / 32.56% GAP		0.00% COLA / 54.18% GAP			1.11% COLA / 72.99% GAP			2.42% COLA / 40.36% GAP		
REVENUE												
LCFF Phase-in Funding	UNRESTRICTED	777,491	0	UNRESTRICTED	1,004,322	0	UNRESTRICTED	1,080,287	0	UNRESTRICTED	1,096,614	0
Federal Revenues	RESTRICTED	0	30,215	RESTRICTED	0	35,866	RESTRICTED	0	35,866	RESTRICTED	0	35,866
Charter School Facilities Rent Grant	TOTAL	777,491	30,215	TOTAL	1,004,322	35,866	TOTAL	1,080,287	35,866	TOTAL	1,096,614	35,866
Other State Revenues	UNRESTRICTED	61,645	0	UNRESTRICTED	33,219	0	UNRESTRICTED	17,166	0	UNRESTRICTED	17,166	0
Other Local Revenues	RESTRICTED	96,782	141,042	RESTRICTED	38,000	132,374	RESTRICTED	38,000	117,400	RESTRICTED	38,000	117,400
	TOTAL	935,918	202,687	TOTAL	1,075,541	165,593	TOTAL	1,135,453	134,566	TOTAL	1,151,780	134,566
EXPENDITURES												
Certificated Salaries	UNRESTRICTED	266,492	42,560	UNRESTRICTED	354,041	36,779	UNRESTRICTED	419,743	38,618	UNRESTRICTED	440,730	40,549
Classified Salaries	RESTRICTED	57,125	89,836	RESTRICTED	88,835	106,452	RESTRICTED	93,277	111,775	RESTRICTED	97,941	117,363
Employee Benefits	TOTAL	323,617	132,400	TOTAL	442,876	143,231	TOTAL	513,020	150,393	TOTAL	538,671	157,913
Books and Supplies	UNRESTRICTED	83,314	16,783	UNRESTRICTED	96,472	14,414	UNRESTRICTED	110,943	15,855	UNRESTRICTED	122,037	16,648
Services & Other Operating	RESTRICTED	126,222	13,636	RESTRICTED	139,343	20,264	RESTRICTED	143,523	20,872	RESTRICTED	146,394	21,289
Depreciation	TOTAL	169,164	29,419	TOTAL	242,188	34,678	TOTAL	249,454	36,747	TOTAL	254,443	37,937
	UNRESTRICTED	2,051	0	UNRESTRICTED	2,051	0	UNRESTRICTED	2,051	0	UNRESTRICTED	2,051	0
	RESTRICTED	704,368	232,492	RESTRICTED	922,930	240,843	RESTRICTED	1,018,991	251,942	RESTRICTED	1,063,595	261,968
	TOTAL	829,069	232,492	TOTAL	1,067,333	240,843	TOTAL	1,273,128	251,942	TOTAL	1,325,564	261,968
Total Expenditures												
Beginning Balance												
Net Excess (Deficiency)												
Audit Adjustment												
NET ENDING BALANCE												
COMPONENTS OF ENDING FUND BALANCE												
Revolving Cash	UNRESTRICTED	1,500	0	UNRESTRICTED	1,500	0	UNRESTRICTED	1,500	0	UNRESTRICTED	1,500	0
Economic Uncertainties	RESTRICTED	64,000	0	RESTRICTED	64,000	0	RESTRICTED	64,000	0	RESTRICTED	64,000	0
Local Revenue/Donation Uncertainitie	TOTAL	65,500	0	TOTAL	65,500	0	TOTAL	65,500	0	TOTAL	65,500	0
Restricted Resources	UNRESTRICTED	0	0	UNRESTRICTED	20,000	0	UNRESTRICTED	20,000	0	UNRESTRICTED	20,000	0
Finley Foundation	RESTRICTED	42,561	42,561	RESTRICTED	49,458	49,458	RESTRICTED	49,458	49,458	RESTRICTED	49,458	49,458
3 Months Operational Expenses	TOTAL	42,561	42,561	TOTAL	49,458	49,458	TOTAL	49,458	49,458	TOTAL	49,458	49,458
Special Education	UNRESTRICTED	75,119	0	UNRESTRICTED	59,886	0	UNRESTRICTED	59,886	0	UNRESTRICTED	59,886	0
Net Investment in Capital Assets	RESTRICTED	285,000	0	RESTRICTED	290,000	0	RESTRICTED	320,000	0	RESTRICTED	330,000	0
	TOTAL	100,000	0	TOTAL	100,000	0	TOTAL	100,000	0	TOTAL	100,000	0
	UNRESTRICTED	8,204	0	UNRESTRICTED	6,153	0	UNRESTRICTED	4,102	0	UNRESTRICTED	2,051	0
	RESTRICTED	533,823	42,561	RESTRICTED	541,539	49,458	RESTRICTED	569,488	49,458	RESTRICTED	577,437	49,458
Total Designations												
NET UNDESIGNATED ENDING FUND BALANCE												
		490,949			610,344			654,182			679,715	

APPENDIX F

Employee Handbook

Kid Street Learning Center



Employee Handbook 2016-2017

**709 Davis St P.O. Box 6784 Santa Rosa, Ca 95406
Office: 707-525-9223 •Fax 707-525-9432
www.kstreet.org**

ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

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

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

I understand that other than the Board of Directors or designee, no supervisor or representative of KSLC has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board of Directors or designee has the authority to make any such agreement and then only in writing signed by the Board of Directors or designee.

I have received and read:

- ☐ Employee Handbook
- ☐ KSLC Parent Handbook
- ☐ My Job Description with Duties and Responsibilities

I understand that I am responsible for compliance with these documents.

Signature: _____ Date: _____

Please sign/date this copy, tear out, and return to KSLC.

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Signature: _____ Date: _____

Please retain this copy for your records.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION TO HANDBOOK	1
CONDITIONS OF EMPLOYMENT	2
Equal Employment Opportunity Is Our Policy	2
Employment At-Will	2
Hiring Procedures	3
Policy Prohibiting Harassment and Sexual Harassment	3
Drug-Free Workplace	5
Hours of Operation	5
Attendance and Tardiness	5
Use of E-Mail, Voicemail and Internet Access	6
Personal Business	6
Conflict of Interest	6
Personal Appearance/Standards of Dress	7
Smoking	7
Training & Conference Requests	7
Media Inquiries	7
THE WORKPLACE	8
Health and Safety Policy	8
Criminal Background Checks	8
Tuberculosis Testing	8
Required Trainings	9
Occupational Safety	9
Accident/Incident Reporting	9
Reporting Fires and Emergencies	9
EMPLOYEE WAGES AND HEALTH BENEFITS	10
Payroll Withholdings	10
Overtime Pay	10
Paydays	11
Wage Attachments and Garnishments	11
Medical and Dental Plans	11
PERSONNEL EVALUATION AND RECORD KEEPING	12
Employee Reviews and Evaluations	12
Personnel Files and Record Keeping Protocols	12
HOLIDAYS, VACATIONS AND LEAVES	14
Holidays	14
Sick/Personal Time	14
Bereavement Leave	14
Jury Duty or Witness Leave	15

Voting Time Off	15
Returning From Leave of Absence.....	15
DISCIPLINE AND TERMINATION OF EMPLOYMENT	16
At-Will Employees	16
Rules of Conduct.....	16
AMENDMENT TO EMPLOYEE HANDBOOK.....	17
APPENDIX A - HARASSMENT COMPLAINT FORM	
APPENDIX B - INTERNAL COMPLAINT FORM	
APPENDIX C – INJURY REPORT FORM	
APPENDIX D- UNIVERSAL COMPLAINTS PROCEDURES NOTICE	
APPENDIX E- CHILD ABUSE REPORTING MANDATES	

INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Kid Street Learning Center Charter School (hereinafter referred to as “KSLC” or “School”). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an official policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace the official plan documents (i.e., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Because the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. The School also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Director has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director.

Employees should sign the acknowledgment form at the back of this Handbook, tear it out, and return it to the Director or their Supervisor. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

KSLC is an equal opportunity employer. It is the policy of KSLC to afford equal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, KSLC will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Employment At-Will

It is the policy of KSLC that all employees are employed at the will of School for an indefinite period. Accordingly, either KSLC or the employee can terminate this relationship at any time, for any reason, without cause, and with or without notice.

Nothing contained in this Handbook, employment applications, KSLC memoranda or other materials provided to employees in connection with their employment shall require KSLC to have "cause" to terminate an employee or otherwise restrict KSLC's right to terminate an employee at any time for any reason. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict KSLC's right to terminate at will. Other than the Board of Directors or designee, no KSLC representative is authorized to modify this policy for any employee.

No KSLC representative is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with KSLC that are not consistent with KSLC's policy on "at will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, KSLC memoranda, sales commission agreements, KSLC commission agreements, or other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Hiring Procedures

The School's goal is to provide the best services possible for the children and to provide growth opportunities to the employees, hiring practices will be followed that allow for input from various key stakeholders to select the most qualified candidate.

Policy Prohibiting Harassment and Sexual Harassment

KSLC is committed to providing a work and educational atmosphere that is free of unlawful harassment. KSLC's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, 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. KSLC will not condone or tolerate harassment of any type by any employee, independent contractor or other person with whom KSLC does business. This policy applies to all employee actions and relationships, regardless of position or gender. KSLC will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

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

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a

person's sexuality or sexual experience.

- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

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

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

Reporting

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional

manner and to contribute to a productive School environment that is free from harassing or disruptive activity.

Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Administrator. If the harassment in question stems from the Administrator, it may be reported directly to any member of the Board of Directors. See Appendix A for the "Sexual Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

KSLC will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate where one of the parties has management or supervisory responsibilities over the other party.

Drug-Free Workplace

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

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

Hours of Operation

Normal hours of operation at Kid Street Learning Center Charter School are 7:30 a.m. – 6:00 p.m.

Attendance and Tardiness

If you find it necessary to be late, you are expected to telephone the School, no later than 7:30 a.m. Upon your return you are required to fill out and provide an absence slip to the director. If you have an "anticipated absence," please notify your supervisor as soon as possible with approved time off request. Once approved please inform the office manager with the date and time

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination. Absence for more than three (24 hours) consecutive days without notifying your supervisor will be considered a voluntary resignation from employment.

Use of E-Mail, Voicemail and Internet Access

KSLC will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of E-mail or voicemail messages without the latter's express permission.
4. KSLC staff will not enter an employee's personal E-mail files or voicemail unless there is a business need to do so. KSLC retains a copy of all passwords; passwords unknown to KSLC may not be used. System security features, including passwords and delete functions, do not neutralize KSLC's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

Personal Business

KSLC's facilities for handling mail and telephone calls are designed to accommodate KSLC business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside your immediate dialing area. Do not use KSLC material, time or equipment for personal projects.

Conflict of Interest

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

Personal Appearance/Standards of Dress

Employees are expected to choose appropriate attire and footwear. The employee's shoes must be securely fastened to their foot. Some clothing, jewelry or make-up is not suitable to be worn at school. The following clothing may not be worn at school:

- Visible undergarments
- Halter-tops
- Bare midriff shirts or blouses
- Ripped clothing
- No shorts or skirts that are too short
- Clothing, buttons, or anything else exhibiting slogans or logos endorsing drugs, alcohol, tobacco or violence
- Gang mannerisms, attire, slang language

Smoking

All KSLC buildings and facilities are no-smoking facilities.

Training & Conference Requests

While trainings and conferences are generally encouraged by KSLC, all trainings and conferences must be approved by the Principal.

Media Inquiries

The School strives to ensure that the KSLC is legally protected and closely controls information disseminated.

All media inquiries are monitored by one trained person the principal. All inquiries from reporters or other media are to be referred to the director. If the director is not available these inquiries are to be referred to a School Board Member.

THE WORKPLACE

Health and Safety Policy

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel.

You are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to your supervisor any potential health or safety hazards, and all injuries or accidents.

Criminal Background Checks

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

Tuberculosis Testing

All employees of the School must submit written proof from a physician of an assessment for tuberculosis (TB) within the last sixty (60) days showing that they are free of active TB. The assessment for tuberculosis consists of an approved TB form. All employees will be required to undergo TB assessment at least once every four (4) years. All volunteers will be required to undergo a TB assessment at least once every four (4) years. TB assessment is a condition of initial employment with KID STREET and the cost of the exam will be borne by the applicant.

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

Required Trainings

Trainings such as CPR, Blood borne Pathogen and Mandated Reporter trainings may be required of new and returning employees. If an employee is hired after the trainings are conducted, it will be the employee's responsibility to report to the Director as to how to be trained as quickly as possible.

Occupational Safety

KSLC Is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

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

It is the policy of KSLC that accident prevention shall be considered of primary importance in all phases of operation and administration. Failure to comply with or enforce KSLC safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

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

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and, of course, the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by SRCS.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

All certified employees are eligible for STRS.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask Human Resources to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to your supervisor. Your office maintains a supply of these forms.

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

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

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's outline of duties and responsibilities. Employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. KSLC will attempt to distribute overtime

evenly and accommodate individual schedules. Your supervisor must previously authorize all overtime work. KSLC provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

Please be advised that there is to be no unauthorized overtime worked. In order for employees to work overtime, they must receive prior approval from the Executive Director or her designee to be announced.

Paydays

Paydays are scheduled on the last day of the month. Overtime checks are distributed by the 15th of each month. If you observe any error in your check, please report it immediately to your supervisor.

Wage Attachments and Garnishments

Under normal circumstances, KSLC will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require KSLC, by law, to withhold part of your earnings in their favor.

You are strongly encouraged to avoid such wage attachments and garnishments. If KSLC is presented a second garnishment request concerning you, your managers will discuss the situation with you.

Medical and Dental Plans

Eligibility

You are eligible for medical coverage if you are a full-time regular employee working for KSLC.

"Full-time" employee means that you are hired to work at least 30 regular hours per week. Temporary and internship employees are not eligible to participate in the plans. Employees who go from part-time to full-time employment become eligible for full benefits 90 days from date of change.

When Coverage Starts

For all employees, there is a ninety-day waiting period before your coverage begins.

Cost of Coverage

The employee is required to pay 50% of the insurance.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the director. Performance evaluations will be conducted annually, on or about the anniversary date of your employment with the School. The frequencies of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Executive Director and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

Newly hired employees will have their performance goals reviewed by their supervisor/manager within the first 90 days of employment.

On a periodic basis, your supervisor will review your job performance with you in order to establish goals for future performance and to discuss your current performance. KSLC's evaluation system will in no way alter the employment at-will relationship.

Personnel Files and Record Keeping Protocols

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

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a KSLC representative, at a mutually convenient time. KSLC will restrict disclosure of your personnel file to authorized individuals within KSLC. A request for information contained in the personnel file must be directed to your supervisor. Only

the Director or Board President is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, KSLC will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

All classified employees may receive the following annual paid holidays:

- New Year's Day
- Martin Luther King, Jr., Birthday
- President's Day
- Memorial Day
- Labor Day
- Veterans Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Day

Sick/Personal Time

The amount of entitled sick days are stated on the board adopted salary schedules and based on the employee's position and work schedule. Two(2) of the total amount of sick days per school year may be used for personal necessity with advance approval. Personal necessity days may not be used as vacation days or to extend weekends or holidays. They are intended for necessary personal business. Total amount of sick days will be pro-rated should the employee work less than a full school-year.

Unused sick days for certificated staff will be accrued and carried over to the next school year. Unused sick leave will not be paid out at termination of employment. Certificated staff employed by a new school district or charter school in a certificated position will carry over unused sick leave to their new employment.

Employees may be required to provide a doctor's release from work after three (3) consecutive sick days.

Bereavement Leave

Employees are entitled to a leave of up to three (3) workdays without loss of pay due to a death in the immediate family (parent, spouse, stepparent, sibling, child, step child, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay.

Jury Duty or Witness Leave

For all employees, who have been employed 3 years KSLC will pay for up to five (5) days off if you are called to serve on a jury. All staff must notify their supervisor immediately after summons is received.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall not interfere with school hours and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall arrange with HR and give his or her supervisor at least two (2) days' notice.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give his or her supervisor 30 days notice before returning from leave. Whenever KSLC is notified of an employee's intention to return from a leave, KSLC will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If you need further information regarding Leaves of Absence, be sure to consult the Human Resources Director.

The above terms may not apply to pregnancy/adoption leave, which are granted in accordance with applicable law. Please consult with the Administrator for leave related to pregnancy or adoption.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

At-Will Employees

At-will employees may be released from employment without notice and without cause.

Rules of Conduct

The following conduct is prohibited and will not be tolerated by KSLC. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and KSLC operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship.

1. Insubordination - refusing to perform a task or duty assigned or failing to act in accordance with instructions provided by an employee's supervisor or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature or written or printed matter is strictly prohibited on KSLC property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of KSLC property.
5. Fighting or instigating a fight on KSLC premises.
6. Violations of School policy.
7. Using or possessing firearms, weapons or explosives of any kind on KSLC premises.
8. Gambling on KSLC premises.
9. Conducting personal business during instructional hours and/or unauthorized use of telephone lines for personal calls.
10. Excessive absenteeism or tardiness excused or unexcused.
11. Immoral or indecent conduct.
12. Violations of the sexual harassment policy.
13. Engaging in any form of harassment or discrimination prohibited by law or School policy.
14. Failure to keep any necessary credential, license or certificate in current and good standing.
15. Being under the influence of, in possession of, or use of intoxicating beverages on SRCS Campus.
16. Being under the influence of, in possession of, or use of drugs not prescribed by your physician.
17. Sale of alcohol or drugs.
18. Failure to maintain supervision of classroom.
19. Compromising student well being.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of KSLC in effect at the time of publication. All previously issued handbooks or any inconsistent policy statements or memoranda are superceded.

KSLC reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way change or alter the provisions of this Handbook.

APPENDIX A

HARASSMENT COMPLAINT FORM

It is the policy of KSLC that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that KSLC may investigate and take appropriate disciplinary or other action when the facts show that there has been sexual harassment.

If you are an employee of KSLC, you may file this form with your immediate supervisor or the board of directors.

Please review KSLC's policies concerning unlawful harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed you or someone else:

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize KSLC 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.

Signature of Complainant

Date

Print Name

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____

Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize KSLC to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX G

Parent Handbook

2016-2017



Kid Street Learning Center Charter School Parent Handbook

School Pledge

I am a Kid Street student and I pledge to be an honest and responsible learner.

I promise to be respectful, kind, and grateful.

I will be a good friend who treats others as I would want to be treated.

By studying hard I will keep my mind and heart open.

Today is a new day for me and my classmates to set the example for the world.

Message from Our Principal

Dear Kid Street families,

I would like to take this opportunity to welcome back all of our families and extend a special hello to our new families. I know that 2016-2017 is going to be a fantastic year here at Kid Street Learning Center Charter School! Please do not hesitate to call or email me if you have any questions regarding the enclosed information.

Sincerely,

Kathleen Mallamo

kathleenm@kstreet.org

707-525-9223

Table of Contents

1. School Calendar
2. Attendance Policy
3. Student Dress Code
4. Disciplinary Policy
5. After School Program Sign-Out Codes
6. After School Program Rules and Regulations
7. Locker Policy
8. Acceptable Use Policy for Online Activity
9. UCP Annual Notice and Complaint Form
10. Annual Notice to Parents (Please return no later than 9/6)
11. Acceptable Use Policy and Special Information form (These need to be returned no later than 9/6).

Kid Street Learning Center Charter School

Attendance Policy

Attendance and Tardiness:

Kid Street Learning Center Charter School strictly enforces attendance and tardy policies as part of our educational philosophy. Pupils are excused if absent because of illness. Absences are considered **unexcused** if it is not related to illness, medical appointment, or religious holiday. Children should not be sent to school when they are not feeling well. They will be given ample time to make up work that is missed. If a child is tardy, he/she must check in through the front office before being admitted to class. Frequent tardiness without a valid excuse is considered truancy under the law.

If your child is ill, please call into the school secretary at 707-525-9223 or e-mail angeld@kstreet.org prior to 9:00 a.m. each and every day to report an absence for your child. Absences must be cleared within 48 hours.

In the event of an absence, make-up work may be requested if called in before 9:00 a.m. Teachers will set aside make-up work that will be available to parents to pick up at the end of the school day.

If you know that your child will miss school for five days or longer (for whatever reason), be sure to request an Independent Study Contract from the principal at least three days in advance of your departure.

Per California Education Code 51747, Independent Study Contracts are restricted as follows:

Students in grades K-3:

Minimum of 5 days

Maximum of 5 days

Students in grades 4, 5, and 6:

Minimum of 5 days

Maximum of 10 days

Students who are late for school interrupt the classroom and miss valuable instruction and work. Therefore, PUNCTUALITY IS ESSENTIAL. Please allow extra time getting your child(ren) to school in the morning. School starts at 8:30.

Doctor and dental appointments:

It is requested that dental and doctor appointments be made outside of school hours. Children will miss instruction that is impossible to make up outside of school hours. If this cannot be avoided, we ask that a note to the teacher OR the office (giving the reason and time) be sent with the child. **Parents need to come to the office to pick up their child.**

Special Note: During the last 15 minutes of the school day, students are busy getting ready to be dismissed, reviewing homework assignments, and bringing closure to the school day. Therefore, if possible, we ask that you avoid picking up your child(ren) during this time.

Illness or Accidents

District policy mandates that any child with a temperature of 99.6 or above be sent home immediately. Likewise, do not send your child to school if he/she has a temperature of 99.6 or above. If a child becomes ill at school, he/she is taken to the office. If they are too ill to return to class, the parent is notified. Parents will be expected to pick up their child promptly. No child is ever sent home alone when he/she is ill. Please instruct your child that if he/she is sick or hurt, to be sure to tell a teacher or any adult staff.

In case of emergency, 9-1-1 is called. It is very important that we have phone numbers where parents can be reached in case of such emergency. We must also have the name and phone number of some person(s) we may contact if you cannot be reached. Please be sure your child has an Emergency Card on file in the office with the above information. Keeping your child(ren)'s Emergency Card(s) (Student Information Card) updated is the single most important thing you can do. If any of your Emergency Card information changes during the school year, please notify your child's teacher or the school office immediately. This will help us guarantee the health and safety of your child.

When medication must be taken at school, office forms must be completed by your physician BEFORE medication can be given. Any medication sent to school will be held in the office until forms are properly completed. Medication must come to school in the original pharmacy container and must be marked with the student's name.

Vitamins, cough drops and other medication which could be taken outside of school hours will not be administered at school. Likewise, parents should not send any type of medication with the student to school. Students are NOT allowed to self-administer any type of medication at school.

The Attendance Laws Have Changed in California

In California, public schools and public charter schools are funded by the state based on daily student attendance. Schools are only paid if the student is present or is on a valid Independent Study Contract (used only for absences five days and longer). Attendance is more critical than ever. If you plan to vacation during school time, please reconsider this decision. If an absence or vacation is unavoidable, make arrangement with the school office at least one week prior to an absence to complete an Independent Study Contract. This will allow your student to keep up with the class work that will be missed during the absence, and allow the school to collect for your child's attendance.

While we do not want children who are sick to come to school, we are encouraging your help in eliminating unnecessary absences. The message to give your child is that school attendance is not only important to their success, but to the success of the school as well.

Excessive Absences and Tardies: Possible Referral to the School Attendance Review Board

Any pupil who is absent from school without a valid excuse for three days in one school year is considered truant. Also, any pupil tardy or absent for more than 30 minutes during the school day without a valid excuse on three occasions in one school year is considered truant.

In the state of California, school attendance is mandatory for children between the ages of 6 and 18. It is the responsibility of the parent or guardian to ensure a child's regular school attendance. If you or your child fail to comply with the requirements of California Law, it may result in court action being taken against you and your child.

I am certain you are aware poor school attendance has a serious, negative effect on the educational progress of a student. I trust you will take the necessary steps to ensure your child's attendance at school.

Excused absences -- for whatever excused, medical, or other reasons -- are considered excessive when they reach ten (10) days for an entire school year. That's an average of one school day missed per school month. Any employer would be concerned when employee absences exceeded an average of one per month. The same holds true for our school.

With excessive absences, it is my duty to initiate further action. This could include referral to the SRCS District office, the

School Attendance Review Board, Child Protective Services, Human Services Department /SonomaWORKS Attendance Verification Program, the Probation Department, or, if the case warrants it, to the District Attorney's Office.

- **Just Showing Up is Critical for Your Child's Learning**

It may seem obvious that children with better school attendance records also have better grades, but the link is proving even stronger than educators have thought. Research in Minnesota and New York has found that even small improvements in attendance yield large test-score gains. Students who scored in the 85-to-100 percentile on state exams attended school 93% of the time, whereas students in the 65-to-84 percentile attended only 91% of the time.

Exam Scores Rate of School Attendance

0-54%-ile 85% attendance rate (present 153 of 180 days)

55-64%-ile 89% attendance rate (present 160 of 180 days)

65-84%-ile 91% attendance rate (present 164 of 180 days)

85-100%-ile 93% attendance rate (present 167 of 180 days)

When your child misses a day of school, he/she also misses out on all of that day's learning. Our goal for all students at Kid Street Learning Center Charter School is to attend 100% of the time. As a guideline, students who miss more than ten days of school a year are considered to be excessively absent (an average of one day per school month). Ten days absent equals a 94.4% attendance rate.

Obviously, we do not want you to send your child to school when they are truly sick. And, in some cases, there are true medical reasons or an abnormally high number of legitimate minor illnesses or other factors that may have contributed to your child's attendance. If you fall into this category, please know that we sympathize with you and ask that you bear with this information.

Illness and When to Keep Your Child at Home

Students should come to school well enough to participate in the full instructional program. Children with the following symptoms should remain at home until they have recovered:

1. Fever of 99.6 or higher and children must be free of fever for 24 hours before returning to school.
2. Vomiting, diarrhea, or severe abdominal pain and children must be free of these symptoms for 24 hours before returning to school.
3. A cold, sore throat, or persistent cough.
4. Nasal congestion or runny nose, not associated with allergies -- please remember green or yellow nasal discharge is not normal and usually indicates infection.
5. Any open sores or open wounds.
6. Any undiagnosed rash.
7. Red or swollen eyes.
8. Earache.
9. Swollen glands around the jaws, ears, or neck.
10. Any other symptoms suggestive of acute illness.

Other Attendance and Tardy Reminders

1. Leave home with plenty of time for your child(ren) to be at school on time, ready to learn. Back time it just like you do to make a flight at the airport
2. The school day starts at 8:15 a.m.
3. Students who arrive late to school are to go to the front office to pick up a tardy slip.
4. Every day a student is tardy in grades 2-6, will result in lunch detention for that amount of time. EX: 5 minutes Tardy, 5 Minutes on the wall.
5. Pulling your child out of school early for doctor or dentist appointments or any other reason(s) should be kept to a minimum.
6. Vacations and getaways should be planned for days other than school days.

The bottom line: Truant, unverified, unexcused, excessive excused absences, and tardies affect your child's education and increase the chances for failure. Tardies interrupt the classroom and interfere with the learning environment for all students. Our goal is to educate your child. We cannot be successful if your child is not in school. Please help us to insure that your child receives a quality education by getting your child to school healthy and here on time.

Head Lice

When lice are found, the student shall be sent home as soon as possible with proper parental notification. School staff shall examine the student and any siblings of the affected student or member of the same household. If lice are found, the student shall be excluded and parents/guardians informed about recommended treatment procedures, ways to check the hair, and sources of further information. Excluded students may return to school when they provide proof verifying treatment. Adequate proof may be a doctor's note, written assurance by the parent or an empty package of approved pediculicide. In order for a treated student to continue to attend school, a second treatment must be done seven to ten calendar days after the initial treatment. Proof of the second treatment shall be provided to the office. Staff shall make every effort to maintain the privacy of students identified as having head lice and excluded for treatment. If there is more than one student affected in any one classroom, all students in the class shall be examined and information about head lice shall be sent home to all parents/guardians of students in the class.

Kid Street Learning Center Charter School Student Dress Code

The primary goal of Kid Street Learning Center Charter School is to provide a safe learning environment where all students are able to achieve at their highest potential. The personal appearance of every student is an important component of establishing a safe environment for optimal learning and respect for one another. Students are expected to adhere to standards of dress and appearance that are compatible with an effective learning environment.

Students are prohibited from wearing clothing, jewelry, book bags, or other articles of personal appearance which:

- depict profanity, vulgarity, obscenity, or violence;
- promote use or abuse of tobacco, drugs, or alcohol;
- may create a threat to the health or safety of the student or others;
- are associated with intimidation, violence or violent groups and about which students have been notified, or
- may create a significant risk of disruption to the educational process or to the operation of the school

The following specific items are also not permitted:

- clothing worn in such a manner so as to reveal underwear, cleavage, or bare skin between the upper chest and mid-thigh;
- bare feet, bedroom slippers(except on PJ Day), flip-flops, open toe shoes, shoes with heels or wedges above 1 inch high;
- bracelets, dangling earrings, long necklaces.
- spaghetti straps, strapless tops, halter tops;
- see-through, mesh garments;
- trousers, slacks, shorts worn below waist level;
- clothing that is excessively baggy or tight;
- short skirts and shorts(If their finger tips fall below their short or skirt hem, they are too short);
- hats, caps, hoods, sweat bands and bandannas or other head wear worn inside school building; and
- any other article of appearance that is physically revealing or provocative

If a student's dress or appearance violates this dress code, the staff may require the student to change his or her dress or appearance, and may be sent home to do so. A second or repeated violation of this policy will result in disciplinary action. This policy shall apply to all students in all school buildings during the regular school day, on field trips, and when students represent the school.

Kid Street Charter School Disciplinary Policy

In Kid Street Charter School, safety is always our first priority. One of the ways we ensure the safety of children is by maintaining strict standards of behavior. Rules and regulations are established to maintain an atmosphere conducive to learning. Students who fail to comply with these rules and regulations will be counseled, reprimanded, suspended, or expelled,

and/or arrested as the laws are applied. Participants or spectators carry responsibilities as representatives of the schools/communities. All rules of student conduct apply to extracurricular activities as well.

Conduct Policy:

The Board of Education believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation. Conduct is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful toward their teachers, other staff, students, and volunteers. Prohibited student conduct that is related to school attendance or school activities includes, but is not limited to:

1. Conduct that endangers students, staff or others.
2. Conduct that disrupts the orderly classroom or school environment.
3. Harassment of students or staff, including bullying, intimidation, so-called "cyber-bullying," hazing or initiation activity, ridicule, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause bodily harm or emotional suffering.
4. Damage to or theft of property belonging to students, staff or the district.
5. Possession or use of laser pointers on school premises, unless used for a valid instructional or other school related purpose, including employment.
6. Use of profane, vulgar, or abusive language.
7. Plagiarism or dishonesty in school work or on tests.
8. Inappropriate attire as defined by published school site dress codes.
9. Tardiness or unexcused absence from school.
10. Failure to remain on school premises in accordance with school rules.

Disciplinary Action:

Depending on the severity of the behaviors listed above, any of the following consequences may be taken.

1. Verbal warning by teacher or staff
2. Think Sheet which includes a time out period that occurs during the student's recess. The Think Sheet is sent home to be signed by guardian and if not returned the student continues to miss recesses.
3. Parent meeting with teacher, staff, ASP director, or principal as needed, which may include implementation of behavior contracts, counseling, or other interventions as seen fit.
4. Loss of privileges, which may include school, related field trips, after school program, and other school related events.
5. If the above consequences are not effective and the behavior(s) continue, the students may be suspended by the teacher for one day or the principal for up to 5 consecutive school days. See Education Code sections below for reference.
6. Acts that result in suspension, if deemed serious enough, can also cause an optional or mandatory recommendation of expulsion. See below for procedure.

Discipline not including suspension is defined in Education Code 48925(d). Grounds for suspension and expulsion, and legally required school discipline procedures are located in their entirety in Education Code sections 48900 - 48927.

Suspension by Teacher (EC 48910): If other means of correction do not succeed, a teacher may suspend a student from the class for the day of the suspension and the day following for any act stated in EC 48900-48900.7. In elementary schools, 'day' means calendar day; in secondary school, it means class period. (A student may not be suspended for being late or absent.) There are alternatives to traditional suspension, such as community service on or off school grounds, or assignment to a supervised suspension classroom.

Suspension by Principal (EC 48911): The school principal may suspend a student for up to 5 consecutive school days (and not more than 20 school days in a school year). Suspension can be at the first offense, without prior attempts at intervention, if a student's actions cause a danger to persons or property or threaten to disrupt the instructional process. There is no appeal of a suspension, although the school board may meet to consider whether it should go forward prior to its issuance.

Expulsion (EC 48915-48926): The principal or the superintendent makes the original recommendation. The school board makes the final decision. This can be a complex process; there are many precise due process safeguards built in to ensure fair treatment and that the student, parents and their representative(s) have maximum opportunity to be heard.

Kid Street After School Program Early Release Policy

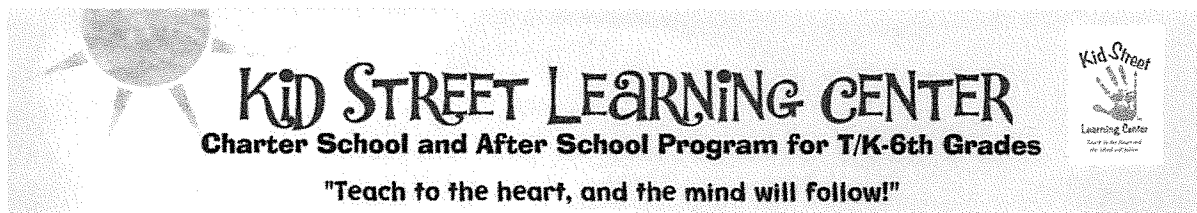
Students are enrolled in the After School Program once the Regulations and Permission form is signed by the guardian. All Kid Street students in grades TK-8th are welcomed to enroll.

The program begins upon dismissal from the regular school day. The participating students are expected to stay until 6:00 PM each school day.

A child may be released from the program prior to the end based on the following reasons. We understand that many of our families are living in varied states of crisis and are not able to know in advance when an early pick-up may occur. We encourage our students' guardians to pick them up at 6:00 PM as much as possible to aid in their social and cognitive development.

Kid Street Learning Center After School Program Sign-Out Codes

Code Letter	Reason For early release
A	Family emergencies (Such as death in the family, catastrophic incidents, etc.)
B	Family time (Time spent to enhance the relationship between the child(ren) and the parent or guardian)
C	Family scheduling. These are situations in which it is in the best interest that the child leaves the program early so that the parent or guardian can fulfill obligations such as AA or NA meetings, court cases, housing, shelter rules, etc.
D	Medical or Dental appointments
E	Weather conditions, especially if the child(ren) walks home
F	Child accidents that occur during program time (program staff should call parent or guardian)
G	Student loss of after school program due to behavior
H	Visiting parent or family member in jail
I	Counseling appointments
J	Food bank
K	Bus schedule or other transportation schedule issue
L	Walking a long distance
M	Court
N	Not enough gas to come back to school to get child
O	Other conditions



After School Program Permission and Regulations

August 2016-June 2017

Parent/Guardian,

Welcome

to our **Kid Street After School Program!** The After School Program (ASP) provides a safe, fun and nurturing environment for the care of our students from immediately after school dismissal until 6:00 PM every school day. ASP is Kid Street Learning Center ran program. Participation should be considered a privilege. In addition to our After School Program, we provide Kinder Klub for our Transitional Kindergarten and Kindergartener from 1:00pm – 3:00pm daily. This is a structured, safe fun time designed to prepare the Kindergartener for success. The same rules apply to Kinder Klub as to the ASP.

By completion of this form, I understand that I am registering my student in ASP.

1. Every student attending the After School Program (ASP) must have a current ASP Registration Form on file at our school (This form). I understand that it is my responsibility to inform the school of any changes to the information, particularly phone numbers and emergency contacts, which are found on Kid Street Learning Center Charter School Registration Forms.

SIGNING OUT

2. I am enrolling my student in the FREE After School Program. I agree to sign my child(ren) out daily. This includes, time of pick up, initials of the person picking up the child(ren) and the pickup code (codes are in student/parent handbook and posted at the sign out table). If I do not sign out my child(ren) more than 3 times, I understand that my child(ren) may be suspended from this program for an indefinite amount of time, and a meeting will be set up between the ASP Director and parent prior to re-enrolling student into ASP.

For the protection of your student, only people designated on the School's registration forms will be allowed to pick up your student. **IDENTIFICATION WILL BE REQUIRED ON ALL PICK-UPS.**

OPERATING HOURS AND EARLY RELEASE

3. The hours of the program are from the time school ends until 6:00 PM on the days that school is in regular session. It is crucial that your child stay in the program until it ends at 6:00 PM. There are certain conditions that may occur that require that your child be picked up at an earlier time. *You are required to use the early release codes on the sign out table and in your enrollment packet if this occurs.*

BEHAVIOR EXPECTATIONS & DISMISSAL PROCEDURES

4. The same behavior expectations apply in ASP as during the regular school day. All Kid Street Learning Center policies in the student handbook apply to ASP. Inappropriate behavior may result in your student's suspension or withdrawal from the program.

5. To ensure the safety and security of all students in ASP, if an emergency occurs that threatens the welfare of a student, a school official will contact the Santa Rosa Police Department. Late pick-up from ASP may be considered such an emergency.

6. If school closes for inclement weather or any other reason, ASP will close also. In this case, special instructions will be given to your student's teacher and you will be contacted.

Kid Street Locker Policy

Food and Drinks: Food and drinks need to be secured in leak proof containers at all times. Food must be removed at the end of the day.

Safety: No student shall attempt to fit inside of a locker or assist any other student into a locker.

Vandalism: No student may write on or deface a locker by scratching or otherwise. Students and their guardians may be responsible for replacing lockers that are damaged.

Searches: School searches are only justified according to the Supreme Court "when there are reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or the rules of school."

California's own state Supreme Court has expanded upon the ruling by stating that "reasonable grounds" must be supported by "articulable facts." Random searches and searches based on hunches or rumors are not justified.

The US Supreme Court has also stated that the manner in which the search is conducted must be "reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction."

In light of these rights, the Kid Street Board and administration want to guarantee a safe and secure environment free of smoking paraphernalia, drugs, or weapons. It is our responsibility to make sure that your child and their school mates are safe from exposure to these conditions. In the light of a search of lockers and their contents, administration will notify the guardian.

Acceptable Use Policy Agreement for Students (2016-2017 School Year)

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. NO STUDENT WILL BE GIVEN INTERNET ACCESS UNLESS THE PARENT/ GUARDIAN SIGNS THIS POLICY THAT ANNOUNCES THE POSSIBLE RISKS OF USING THE INTERNET. KID STREET PROVIDES INTERNET FILTERS AND TAKES EVERY REASONABLE PRECAUTION TO ENSURE THAT INTERNET USE IS SAFE. HOWEVER, STUDENTS MAY ATTEMPT TO BYPASS THE SCHOOL FILTERS OR USE THEIR HOME COMPUTER TO EXPOSE YOUR STUDENT TO THE FOLLOWING RISKS:

- Sharing offensive websites with other students
- Sending and receiving inappropriate e-mail, blogs and other prohibited messages
- Sharing offensive material created at home
- Sending or receiving libelous electronic messages
- Engaging in the violation of criminal and civil laws
- Illegally uploading or downloading copyrighted material
- Using your child's picture in a false light
- Violating your child's privacy regarding health and other personal issues

Kid Street provides Internet access to students for educational purposes only. The use of the Internet is necessary for many school research projects. Misuse of the Internet violates school board policy and subjects your child to suspensions and other school disciplinary consequences. Additionally, your child may incur civil and criminal penalties under California and Federal law for misuse of the Internet. Some of the misuses are as follows:

- Using proxy sites to avoid the district filter
- Sending and distributing offensive material on district computers or school grounds
- Sending cyber-threats of death, bodily harm, damage to property to students or staff (i.e., cyberbullying)
- Creating offensive materials on home computers and distributing them on school grounds
- Using their own portable devices to distribute offensive material on school grounds
- Attempting to gain access to or using program administrative passwords or school staff passwords

General guidelines include but are not limited to the following:

1. The student should have no expectation of privacy at any time while using district resources, nor at home when it pertains to school business (such as when accessing Jupiter Grades or when writing about other students or district employees).
2. The district is authorized to monitor e-mail logs and Internet histories of students and does so.
3. Students should use the Internet/network for appropriate educational purposes and research.
4. Students should use the Internet/network only with the permission of designated school staff.
5. Students should be considerate of other users on the network. Cyber bullying is unlawful behavior.
6. Students must use appropriate language for school situations and must not use vulgar or profane language or images, including those with implied vulgarity and/or profanity.
7. Students should immediately report any security problems or breeches of these responsibilities to the supervising teacher.
8. Students must adhere to copyright laws and plagiarism rules when using the Internet.
9. Students must not share user IDs and passwords required to access e-mail and other programs.
10. Students must not give out personal information about themselves or where they live.
11. Students must not fill out forms on the Internet without parent/teacher permission.
12. Students may not have access to e-commerce or publicly provided Internet Service Providers or e-mail services. Students will receive district-approved e-mail accounts upon teacher request and parent

permission if the accounts are needed for educational projects.

13. Students must not send pictures of themselves through their district-approved e-mail account.
14. Students must not work on a machine on which a teacher/staff member is logged in.
15. Students must not use proxy avoidance sites (sites that allow the user to bypass the district Internet filter) or other sites indicated as blocked on the Addendum 01e – Internet Filter Policy Information for Students. Use of these sites violates this contract and could result in loss of Internet access and/or other disciplinary actions.
16. Students are required to access the Internet only through district-provided, filtered networks. Under no circumstances are students to use any device (e.g., air card, smart phone, Palm, or other Internet data device) to bypass this requirement.
17. Students must not intentionally degrade or disrupt Internet network services or equipment. This includes but is not limited to tampering with computer hardware or software, vandalizing data, invoking computer viruses, attempting to gain access to restricted or unauthorized network services, unauthorized redirection of school web pages, or violating copyright laws.
18. Students must not attach or transfer media from a personal storage device to district hardware without permission from an appropriate staff member (i.e., teachers must ensure that a virus scan is performed).
19. Under no circumstances are students to physically connect to any port or district-owned device while on school property through Ethernet cables, USB cables, Paralink cables, etc., or to connect by Ad Hoc mode to any other district-owned device.
20. Students must not work directly on teacher, school, or district department websites without express, written permission from the district Web Administrator and Director for Instructional Technology.
21. Students must not create or work directly on “live” school club/organization websites (e.g., robotics team websites) or any website that represents the district. Students should work on local copies of these websites, which can then be published on a district-approved Web server by an appropriate staff member.
22. Students must not construct websites using content or links that violate state or federal laws.
23. Students must not use the network in a fashion inconsistent with directions from teachers and other staff.

Upon signing this document you affirm that it is not reasonable that the Kid Street School can directly supervise your child every minute he or she is on the computer. Therefore, you agree that when your child is not directly supervised, he or she will obey all school computer use policies, civil and criminal laws. In the event your child notifies you they are receiving computer messages threatening death, bodily harm, or destruction to property, you agree to report this event immediately to both law enforcement and the school.

As parent/guardian of this student, I understand the risks associated with allowing my child to use the Internet. Furthermore, in signing this policy, I affirm that through this document the school district made a reasonable attempt to educate me on the known potential risks of using the Internet and the school’s rules and goals of Internet use. Based on this adequate notice, I agree not to hold Kid Street responsible for materials acquired or contacts made on the network.

Based on reading this Acceptable Use Policy, I have determined that the benefits of my child having access to the Internet outweigh the risks. I also agree that I will properly supervise my child’s computer activity at home and will advise Kid Street immediately if I discover that my child is violating this use agreement at home or at school. Additionally, I agree to notify the school immediately if I discover my child or my child’s fellow students are committing civil and criminal violations of the law. Failure to report this behavior is negligent supervision and relieves the school of any liability that flows from this behavior if the school could not have reasonably foreseen this type of behavior on your child’s home computer.

I understand that any conduct by my child named on the following page that is in conflict with these responsibilities is inappropriate and that such behavior may result in the termination of access and possible

disciplinary action. I agree to compensate Kid Street for any expenses or costs it incurs as a result of my child's violation of the Internet policy or administrative procedure.

RELEVANT SCHOOL LAWS

- See Addendum 01e - Internet Filter Policy Information For Students (www.santarosa.k12.fl.us/pdc/docs/dtp/adden01e.pdf). Violating this contract could result in loss of Internet access and/or other disciplinary actions (as outlined in addendum 01e).
- See School Board Policy (www.santarosa.k12.fl.us/policy/policy8_60.pdf).

RELEVANT STATE STATUTES

- FL STATUTES: 784.048 (CyberStalking), 815.06 (Computer-related Crimes), 1001.41- .43 (School Board Authority).

RELEVANT FEDERAL LAWS AND RULINGS

- PUBLIC LAW 106-554 TITLE XVII--CHILDREN'S INTERNET PROTECTION (<http://www.fcc.gov/cgb/consumerfacts/cipa.html>)

Kid Street Learning Center Charter School
2016-2017

**ANNUAL NOTIFICATION OF
THE UNIFORM COMPLAINT PROCEDURES (UCP)**

For students, employees, parents or guardians of its students, and other interested parties

Kid Street has the primary responsibility to insure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination and complaints alleging violation of state or federal laws governing educational programs.

Kid Street shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedures (UCP) adopted by our local board. Unlawful discrimination complaints may be based on actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that receives or benefits from state financial assistance. The UCP shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in Special Education Programs, Safety Planning Requirements, and Requirements of Ed Code 35186.

Complaints must be filed in writing with the following compliance officer:

Name and/or Title of Compliance Officer: Kathleen Mallamo

Address: P.O. Box 6784 Santa Rosa, CA 95406

Telephone Number: (707) 566- 7204

Complaints alleging discrimination must be filed within six (6) months from the date the alleged discrimination occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, unless the time for filing is extended by the superintendent or his or her designee.

Complaints will be investigated and a written Decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant. The LEA person responsible for investigating the complaint shall conduct and complete the investigation in accordance with sections 4680-4687 and in accordance with local procedures adopted under section 4621.

The complainant has a right to appeal the LEA's Decision to the California Department of Education (CDE) by filing a written appeal within 15 days of receiving the LEA's Decision. The appeal must include a copy of the complaint filed with the LEA and a copy of the LEA's Decision.

Civil law remedies may be available under state or federal discrimination laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code Section 262.3. A complainant may pursue available civil law remedies outside of the LEA'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.

Uniform Complaint Procedure Form

For Education Code Section 35186 Complaints

Education Code (EC) Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the following contact information.

Response requested: ☐ Yes ☐ No

Name: (Optional) _____ Mailing Address: _____

Phone Number: (Optional) Day: _____ Evening: _____

Issue of complaint (please check all that apply):

1. Textbooks and Instructional Materials

- ☐ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Facility Conditions

- ☐ A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- ☐ A school restroom has not been maintained or cleaned regularly, is not fully operational and has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- ☐ The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes.

3. Teacher Vacancy or Misassignment

- ☐ Teacher vacancy - A trimester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
- ☐ Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- ☐ Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Date of Problem: _____

Location of Problem (School Name, Address, and Room Number or Location): _____

Grade Level and Teacher Name: _____

Please describe the issue of your complaint in detail. You may attach additional pages if necessary to fully describe the situation.

Please file this complaint at the following location:

Kid Street Learning Center
Attention: Kathleen Mallamo
P.O. Box 6784
Santa Rosa, CA 95406

ANNUAL NOTICE TO PARENTS

2016-2017

DEAR PARENT/GUARDIAN:

Section 48980 of the Education Code of California requires that notice be given at the beginning of the first semester or quarter of the regular school term to the parent or guardian of the minor pupils in the school district regarding the rights of the parent or guardian under sections 32390, 35291, 46014, 48205, 48207, 48208, 49403, 49423, 49451, 49472, 51938, Chapter 2.3 (commencing with section 32255) of Part 19, and notice of the availability of the program prescribed by Article 9 (commencing with section 49510) of Chapter 9 and of the availability of individualized instruction under section 48206.3. Section 48982 requires that this Notice be signed and returned by the parent or guardian to the school. Signature and return of the attached form is acknowledgement by the parent or guardian that he or she has been informed of his or her rights but does not indicate that consent to participate in any particular program has either been given or withheld. Pursuant to parent request, the annual notification may be provided to the parent or guardian in electronic format by providing access to the notice electronically. If the notice is provided in electronic format, the parent or guardian must submit to the school a signed acknowledgment of receipt of this notice.

Some legislation requires additional notification to the parents or guardians during the school term or at least 15 days prior to a specific activity. (A separate letter will be sent to parents or guardians prior to any of these specified activities or classes, and the student will be excused whenever the parents or guardians file with the principal of the school a statement in writing requesting that their child not participate.) Other legislation grants certain rights that are spelled out in this form.

Accordingly, you are hereby notified as follows (when used in this notification "parent" includes a parent or legal guardian):

STUDENT DISCIPLINE

RULES AND PROCEDURES ON SCHOOL DISCIPLINE (EC

§35291): Rules pertaining to student discipline, including those that govern suspension or expulsion, are set forth in Education Code Sections 48900 and following, and are available upon request from the school. In addition, the following disciplinary information is provided to parents:

DUTY CONCERNING CONDUCT OF PUPILS (EC §44807):

Every teacher shall hold pupils accountable for their conduct on the way to and from school, and on the playground.

DUTIES OF PUPILS (5 CCR §300): Pupils must conform to school regulations, obey all directions, be diligent in study, be respectful of teachers/others in authority, and refrain from profane/vulgar language.

HAZING PROHIBITION (EC §48900(q)): Pupils and other persons in attendance are prohibited from engaging or attempting to engage in hazing.

DRESS CODE/GANG APPAREL (EC §35183): The district is authorized to adopt a reasonable dress code.

ATTENDANCE OF SUSPENDED PUPIL'S PARENT (EC §48900.1; LC §230.7): If a teacher suspends a student, the teacher may require the child's parent to attend a portion of

the school day in his or her child's class. Employers may not discriminate against parents who are required to comply with this requirement.

SEXUAL HARASSMENT POLICY (EC §231.5; 5 CCR

§4917): Each district is required to have adopted a written policy on sexual harassment, and shall provide a copy of such policy, as it pertains to students, with the annual notification. (*See attached.*) Districts are also required to display such policies in a prominent location and include it in orientation for employees and students.

SCHOOL ACCOUNTABILITY REPORT CARD (EC §35256,

35258): Districts are to make a concerted effort to notify parents of the purpose of school accountability report cards, and ensure that all parents have access to a copy.

SAFE PLACE TO LEARN ACT (EC §234.1): The district is committed to maintaining a learning and working environment that is free from bullying. Any student who engages in bullying of anyone in or from the district may be subject to disciplinary action up to and including expulsion. The district's policies and process for filing a complaint should be publicized to pupils, parents, employees and agents of the governing board. The notice shall be in English and in the primary language of the recipient. For a copy of the district's anti-discrimination, anti-harassment, anti-intimidation, and anti-bullying policies or to

report incidences of bullying please contact the district office. These policies shall be posted in schools and offices.

SCHOOL RECORDS AND ACHIEVEMENT

PUPIL RECORDS/NOTICE OF PRIVACY RIGHTS OF PARENTS AND STUDENTS (EC §49063 et seq., §49069, §49073, 34 CFR 99.30, 34 CFR 99.34, and the federal Family Educational Rights and Privacy Act): Federal and state laws concerning student records grant certain rights of privacy and right of access to students and to their parents. Full access to all personally identifiable written records maintained by the school district must be granted to: (1) Parents of students 17 and younger; (2) Parents of students age 18 and older if the student is a dependent for tax purposes and the records are needed for a legitimate educational purpose; (3) Students age 18 and older, or students who are enrolled in an institution of postsecondary instruction (called "eligible students"); (4) Pupils age 14 and over who are identified as both homeless and an unaccompanied youth; (5) Individuals who have completed and signed a Caregiver's Authorization Affidavit.

Parents, or an eligible student, may review individual records by making a request to the principal. Districts must respond to a pupil record request by providing access no later than five business days following the date of the request. The principal will see that explanation and interpretations are provided if requested. Information that is alleged to be inaccurate or inappropriate may be removed upon request. In addition, parents or eligible students may receive a copy of any information in the records at reasonable cost per page. District policies and procedures relating to: location of, and types of records; kinds of information retained; availability of certificated personnel to interpret records if requested; persons responsible for records; directory information; access by other persons; review and challenge of records are available through the principal at each school. When a student moves to a new district, records will be forwarded upon the request of the new school district within ten school days. At the time of transfer, the parent or eligible student may review, receive a copy (at a reasonable fee), and/or challenge the records.

If you believe the district is not in compliance with federal regulations regarding privacy, you may file a complaint with the United States Department of Education (20 USC §1232g).

You have the right to inspect all instructional materials which will be used in connection with any survey, analysis, or evaluation as part of any applicable program.

RELEASE OF PUPIL DIRECTORY INFORMATION (EC §49073, 34 CFR 99.37): The district also makes student *directory information* available in accordance with state and federal laws. This means that each student's name, birth date, address, telephone number, email address, major course of study, participation in officially recognized school activities, dates of attendance, degrees and awards received, and most recent previous public or private school attendance may be released in accordance with board policy. In addition, height and weight of athletes may be made available. Appropriate directory information may be provided to any agency or person except private, profit-making organizations (other than employers, potential employers or the news media). Names and addresses of seniors or terminating students may be given to public or private schools and colleges. Parents and eligible students will be notified prior to the destruction of any special education records. You have the right to inspect a survey or other instrument to be administered or distributed to your child that either collects personal information for marketing or sale or requests information about beliefs and practices and any instructional material to be used as part of your child's educational curriculum. Please contact your child's school if you wish to inspect such a survey or other instrument.

Upon written request from the parent of a student age 17 or younger, the district will withhold directory information about the student. If the student is 18 or older or enrolled in an institution of postsecondary instruction and makes a written request, the student's request to deny access to directory information will be honored. Requests must be submitted within 30 calendar days of the receipt of this notification. (See attached form.) Additionally, directory information related to homeless or unaccompanied youths will not be released without the express written consent for its release by the eligible pupil or guardian.

RELEASE OF INFO TO MILITARY SERVICES REPS / RELEASE OF TELEPHONE NUMBERS (EC §49073.5; 20 USC §8025(a)(2)(A): Parents of secondary students may request in writing that the student's name, address, and telephone listing not be released to armed forces recruiters without prior written parental consent.

PARTICIPATION IN STATE ASSESSMENTS AND OPTION TO REQUEST EXEMPTION (EC § 60615, 5 CCR § 852): Pupils in applicable grade levels will participate in the California Assessment of Student Performance and Progress (CAASPP) except as exempted by law. Each year, a parent may submit a written request to excuse his or her child from any or all parts of the CAASPP assessments for that school year. If the parent submits the exemption request after testing

begins, any test(s) completed before the request is submitted will be scored; the results will be included in the pupil's records and reported to the parent. School district employees will not solicit or encourage any exemption request on behalf of a pupil or group of pupils.

HIGH SCHOOL CURRICULUM: NOTIFICATION

REGARDING COLLEGE PREPARATORY COURSES (EC §51229): Districts are required to provide parents or guardians of each minor pupil enrolled in grades 9 to 12 written notice of college admission requirements and career technical education courses.

RELEASE OF STUDENT RECORDS/COMPLIANCE WITH SUBPOENA OR COURT ORDER (EC §§49076 and 49077):

Districts are required to make a reasonable effort to notify parents in advance of disclosing student information pursuant to a subpoena or court order.

RELEASE OF STUDENT RECORDS TO SCHOOL OFFICIALS AND EMPLOYEES OF THE DISTRICT (EC

§§49076(a)(1) and 49064(d)): Districts may release educational records, without obtaining prior written parental consent, to any school official or employee, which would include accountants, consultants, contractors, or other service providers, who have a legitimate educational interest in the educational record.

HEALTH SERVICES

CHILD HEALTH AND DISABILITIES PREVENTION

PROGRAM (H&SC §124085): Physical examinations are required as a prerequisite for enrollment in the first grade. Free health screening may be available through the local health department. Failure to comply with this requirement or sign an appropriate waiver may result in exclusion of your child from school for up to five days.

PHYSICAL EXAMINATION; PARENT REFUSAL TO

CONSENT (EC §49451): A child may be exempt from physical examination whenever the parents file, annually, a written statement with the school principal stating that they will not consent to routine physical exam of their child. Whenever there is good reason to believe the child is suffering from a recognized contagious disease, the child will be excluded from school attendance.

VISION APPRAISAL (EC §49455): The district is required to appraise each student's vision during kindergarten, upon initial enrollment, and in grades 2, 5, and 8. . Appraisal in the year immediately following a student's first enrollment in grades 4 or 7 shall not be required. The appraisal shall include tests for visual acuity, near vision, and color vision; however, color

vision shall be appraised once and only on male students. The evaluation may be waived upon presentation of a certificate from a physician, surgeon, physician's assistant, or optometrist setting out the results of a determination of the student's vision, including visual acuity and color vision. This appraisal is not required if a parent files a written objection based on a religious belief with the principal.

SCOLIOSIS SCREENING NOTICE (EC §§49451 and 49452.5): In addition to the physical examinations required pursuant to Sections 100275, 124035 and 124090 of the Health and Safety Code, the district may provide for the screening of every female student in grade 7 and every male student in grade 8 for the condition known as scoliosis.

DENTAL FLUORIDE TREATMENT (H&SC §104830 et seq.):

Pupils will be provided the opportunity to receive the topical application of fluoride or other decay-inhibiting agent to each pupil's teeth if the parent, guardian, or eligible pupil submits a letter stating that the treatment is desired.

PUPIL NUTRITION/NOTICE OF FREE AND REDUCED PRICE MEALS (EC §§48980(b), 49510, 49520 and 49558):

Needy children may be eligible for free or reduced price meals. Details, eligibility criteria, and applications to participate in a free or reduced price meal program if it is available are available at your child's school. Individual records pertaining to student participation in any free or reduced-price meal program may, under appropriate circumstances, be used by school district employees to identify students eligible for public school choice and services pursuant to the federal Every Student Succeeds Act. When a household is selected for verification of eligibility for free and reduced meals, the District must notify the parent that their child(ren)'s eligibility is being verified.

COMMUNICABLE DISEASES (EC §48216 and 49403): The district is authorized to administer immunizing agents to pupils whose parents have consented in writing to the administration of such immunizing agent. The district is required to exclude pupils who have not been properly immunized pursuant to Health and Safety Code 120325 and 120335. The district must notify parents that they have two weeks to supply evidence either that the pupil has been properly immunized or is exempted from the requirement. Effective January 1, 2016, all students entering kindergarten, advancing from sixth to seventh grade in the district, or prior to his or her first admission to the district, will be required to comply with the immunization requirements of Health and Safety Code section 120335, unless the student provides the district with a valid exemption from a licensed physician. No new personal belief exemptions will be accepted. Students with personal-belief exemptions on file with the district as of January 1, 2016, shall

be allowed to continue enrollment until entering the next grade span in the district. Grade spans are defined as birth through preschool, K-6, including transitional kindergarten, and 7-12. Students qualified for an individualized education program may access special education and related services as required by his or her individualized educational program. b

MEDICATION (EC §49423, §49423.1): Any student who must take prescribed medication at school and who desires assistance of school personnel must submit a written statement of instructions from the physician and a parental request for assistance in administering the medication. Students may also carry and self-administer prescription auto-injectable epinephrine and prescription inhaled asthma medication upon the school's receipt of specified written confirmation with instructions for self-administration and authorization from the student's parent and physician or surgeon. The parent must release the school district and personnel from liability for any harm resulting from the self-administered medication, and provide a release for authorized school personnel to consult with the physician or surgeon.

MEDICAL AND HOSPITAL SERVICES FOR PUPILS (EC §§49471 and 49472): The district is required to notify parents in writing if it does not provide or make available medical and hospital services for students injured while participating in athletic activities. The district is also authorized to provide medical or hospital services through non-profit membership corporations or insurance policies for student injuries arising out of school-related activities.

AVAILABILITY OF INDIVIDUALIZED INSTRUCTION/PRESENCE OF PUPIL WITH TEMPORARY DISABILITY IN HOSPITAL (EC §§48206.3, 48207-48208): Individualized instruction is available to students with temporary disabilities whose disability makes attendance in the regular day classes or alternative education program in which the student is enrolled impossible or inadvisable. Parents of students hospitalized or with a temporary disability shall notify the school district where the student receives care if an individualized instruction program is desired.

CONTINUING MEDICATION REGIMEN (EC §49480): Parents of any student on a continuing medication regimen for a non-episodic condition shall inform the school nurse or other designated certificated school employee of the medication(s) being taken, the current dosage, and the name of the supervising physician. (*See attached form.*) With the consent of the parent, the school nurse may communicate with the physician and may counsel with school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible

behavioral signs and symptoms of adverse side effects, omission, or overdose.

SUN PROTECTIVE CLOTHING/USE OF SUNSCREEN (EC §35183.5): School sites must allow for outdoor use of sun-protective clothing and must allow students to use sunscreen, without a prescription or physician's note, during the school day.

ASBESTOS (40 CFR 763.84, 40 CFR 763.93): The district has a plan for eliminating health risks that are created by the presence of asbestos in school buildings. It may be reviewed at the district office. At least once each year, the district will notify parents of inspections, response actions, and post-response action activities that are planned or in progress.

USE OF PESTICIDES (EC §§17611.5, 17612 and 48980.3): School districts are required to inform parents about the use of pesticides on school grounds and provide access to the integrated pest management plan when certain pesticides are used. (*See attached.*)

COMPREHENSIVE SCHOOL SAFETY PLAN (EC §§32280 et seq.): Each school is required to report on the status of its school safety plan, including a description of its key elements, in the annual school accountability report card (SARC). The planning committee is required to hold a public meeting to allow members of the public the opportunity to express an opinion about the school plan. The planning committee shall notify specified persons and entities in writing.

NOTICE OF COMPLIANCE (EC §32289): A complaint of noncompliance with the school safety planning requirements may be filed with the State Department of Education under the Uniform Complaint Procedures (5 CCR 4600 et seq.).

TOBACCO FREE SCHOOLS (HS §104420): Use of tobacco products at any time by students, staff, parents, or visitors, is strictly prohibited in district-owned or leased buildings, on district property, and in district vehicles. This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes. Exceptions may be made for the use or possession of prescription nicotine products. Any employee or student who violates the district's tobacco-free

schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

STUDENT SERVICES

MINIMUM AGE OF ADMISSION TO KINDERGARTEN (EC §48000): A child shall be eligible for enrollment in kindergarten at the beginning of the school year or at a later time in the same year, if the child has his or her fifth birthday, respectively, on or before September 1. Any child who will have his/her birthday between September 1 for the applicable school year and December 2 shall be offered a transitional kindergarten program in accordance with law and district policy. On a case-by-case basis, a child who has reached age five after the date listed above but before the end of the applicable school year, may be admitted to kindergarten with the approval of the child's parent or guardian and subject to board approval in accordance with EC 48000.

PROSPECTUS OF SCHOOL CURRICULUM (EC §49091.14): The curriculum of every course offered by the schools of the district is compiled annually by each school in a prospectus. Each school prospectus is available for review upon request at each school site. Copies are available upon request for a fee not to exceed the actual copying cost.

ENGLISH LANGUAGE EDUCATION (EC §310): State law requires that all students be taught English by being taught in English. However, this requirement may be waived by parents with prior written informed consent, which shall be provided annually, under specified circumstances. See your school principal for further information.

SPECIAL EDUCATION (IDEA): State and federal law requires that a free appropriate public education (FAPE) in the least restrictive environment be offered to qualified pupils with disabilities ages 3 through 21 years. More information concerning student eligibility, parental rights and procedural safeguards are available upon request.

SPECIAL EDUCATION; CHILD FIND SYSTEM (EC §56301): Any parent suspecting that a child has exceptional needs may request an assessment for eligibility for special education services through the school principal. Policy and procedures shall include written notification to all parents of their rights pursuant to EC §56300.

SPECIAL EDUCATION COMPLAINTS (5 CCR §3080): State regulations require the district to establish procedures to deal with complaints regarding special education. If you believe

that the district is in violation of federal or state law governing the identification or placement of a special education student, or similar issues, you may file a written complaint with the district. State regulations require the district to forward your complaint to the State Superintendent of Public Instruction. Procedures are available from your school principal.

SECTION 504/DISABLED PUPILS (Section 504 of the Rehabilitation Act of 1973): Federal law requires districts to annually notify disabled pupils and their parents of the district's non-discriminatory policy and duty under Section 504 of the Rehabilitation Act.

STATEMENT OF NONDISCRIMINATION (Title VI of the Civil Rights Act of 1964; Title IX of the U.S. Education Amendments of 1972; Americans with Disabilities Act; Section 504 of the Vocational Rehabilitation Act of 1973; EC §200 et seq.): The district does not discriminate on the basis of gender, gender identity, gender expression, sex, race, color, religion, national origin, ethnic group identification, age, genetic information, mental or physical disability, sexual orientation, or the perception of one or more of such characteristics. The district's policy of nondiscrimination requires notification in native language if the district's service area contains a community of minority persons with limited English language skills. Notification must state that the district will take steps to assure that the lack of English will not be a barrier to admission and participation in district programs. This policy applies to all students insofar as participation in programs and activities is concerned, with few exceptions such as contact sports. In accordance with federal law, complaints alleging noncompliance with this policy should be directed to the school principal. Appeals may be made to the district superintendent. A copy of the district's nondiscrimination policy is available upon request.

FINGERPRINTING PROGRAM (EC §32390): Districts are authorized to offer fingerprinting programs for children enrolled in kindergarten or newly enrolled in the district. If the district has adopted such a program, you will be notified of procedures, applicable fee and your right to decline your child's participation upon your child's initial enrollment.

CHILDREN IN HOMELESS SITUATIONS (42 USC §11431-11435): Each local district shall appoint a liaison for homeless children who shall ensure the dissemination of public notice of the educational rights of students in homeless situations.

SEX / HIV EDUCATION

INSTRUCTION IN COMPREHENSIVE SEXUAL HEALTH EDUCATION AND HIV PREVENTION (EC §51938): Districts shall annually notify parents about instruction in

comprehensive sexual health education and HIV prevention education and research on student health behaviors and risks planned for the school year. Written and audiovisual educational materials used in such education are available for inspection. If arrangement for the instruction is made after the beginning of the school year, parents will be notified no fewer than 14 days prior to the commencement of any such instruction if the district elects to provide the instruction by outside consultants in class or during an assembly. The notice must include the date of instruction, the name of the organization or affiliation of each guest speaker and information stating that the parent has the right to request a copy of the law pertaining to such instruction. Parents have the right to excuse his or her child from all or part of the comprehensive sexual health and HIV prevention education by submitting a written request to the district. Those students whose parents do not submit a written request to excuse them will receive such instruction. The law also authorizes the district, without prior parental consent, to use anonymous, voluntary and confidential research and evaluation tools to measure student's health behaviors and risks, including tests, questionnaires, and surveys containing age appropriate questions in grades 7 to 12 about the student's attitudes concerning or practices relating to sex. The district must notify parents in writing before any such test, questionnaire, or survey is administered and provide them with an opportunity to review the materials. Parents have the right to excuse his or her child from such participation by submitting a written request to the school district.

HEALTH INSTRUCTION/CONFLICTS WITH RELIGIOUS TRAINING AND BELIEFS (EC §51240): Upon written request of a parent, students shall be excused from the part of any school instruction in health if it conflicts with the religious training and beliefs of a parent.

SCHOOL ATTENDANCE/ATTENDANCE ALTERNATIVES

California law (EC §48980(h)) requires all school boards to inform each student's parent at the beginning of the school year of the various ways in which they may choose schools for their children to attend other than the ones assigned by school districts. Students who attend schools other than those assigned by the districts are referred to as "transfer students" throughout this notification. There is one process for choosing a school within the district which the parent lives (intradistrict transfer), and potentially three separate processes for selecting schools in other districts (interdistrict transfer). The general requirements and limitations of each process are described as follows:

Choosing a School Within District in Which Parent Lives:

The law (EC §35160.5(b)) requires the school board of each district to establish a policy that allows parents to choose the schools their children will attend, regardless of where the parent lives in the district. The law limits choice within a school district as follows:

- Students who live in the attendance area of a school must be given priority to attend that school over students who do not live in the school's attendance area.
- In cases in which there are more requests to attend a school than there are openings, the selection process must be "random and unbiased," which generally means students must be selected through a lottery process rather than on a first-come, first-served basis. A district cannot use a student's academic or athletic performance as a reason to accept or reject a transfer.
- Each district must decide the number of openings at each school which can be filled by transfer students. Each district also has the authority to keep appropriate racial and ethnic balances among its schools, meaning that a district can deny a transfer request if it would upset this balance or would leave the district out of compliance with a court-ordered or voluntary desegregation program.
- A district is not required to provide transportation assistance to a student that transfers to another school in the district under these provisions.
- If a transfer is denied, a parent does not have an automatic right to appeal the decision. A district may, however, voluntarily decide to put in place a process for parents to appeal a decision.

Choosing a School Outside District in Which Parent Lives:

Parents have three different options for choosing a school outside the district in which they live. The three options are:

- Option 1: Districts of Choice (EC §§48300 through 48315):** The law allows, but does not require, each school district to become a "district of choice" – that is, a district that accepts transfer students from outside the district under the terms of the referenced Education Code sections. If the school board of a district decides to become a "district of choice" it must determine the number of students it is willing to accept in this category each year and make sure that the students are selected through a "random and unbiased" process, which generally means a lottery process. If the district chooses not to become a "district of choice," a parent may not request a transfer under these provisions. Other provisions of the "district of choice" option include:
- Either the district a student would transfer to or the district a student would transfer from may deny a transfer if it will negatively affect the racial and ethnic balance of the district, or a court-ordered or voluntary desegregation plan. A district of choice cannot deny a transfer request

on the basis that the costs to provide services exceeds the revenue received, but it may reject a request if doing so would require the creation of a new program. However, the district of choice may not deny the transfer of any special needs student, including an individual with exceptional needs, or an English Learner student even if the cost to educate the student exceeds the revenue received or the creation of a new program is required.

The district a student would be leaving may also limit the total number of students transferring out of the district each year to a specified percentage of its total enrollment, depending on the size of the district.

- Communications to parents or guardians by a school district of choice shall be factually accurate and shall not target students based upon academic ability, athletic performance, or other personal characteristics.
- No student who currently attends a school or lives within the attendance area of a school can be forced out of that school to make room for a student transferring under these provisions.
- Siblings of students already attending school in the "district of choice" and children of military personnel must be given transfer priority.
- A parent may request transportation assistance within the boundaries of the "district of choice". The district is required to provide transportation only to the extent it already does so.
- A school district in which an active military duty parent of a student resides shall not deny the transfer of that student to a school in any district, if the school district to which the parent of the student applies approves the application for transfer.

Option 2: Other Interdistrict Transfers (EC §§46600 et seq.): The law allows two or more districts to enter into an agreement for the transfer of one or more students for a period of up to five years. New agreements may be entered into for additional periods of up to five years each. The agreement must specify the terms and conditions under which transfers are permitted. There are no statutory limitations on the kinds of terms and conditions districts are allowed to place on transfers. The law on interdistrict transfers also provides for the following:

- If either district denies a transfer request, a parent may appeal that decision to the county board of education. There are specified timelines in the law for filing an appeal and for the county board of education to make a decision.

Option 3: Parental Employment in Lieu of Residency Transfers (EC §48204(b)): If at least one parent or legal guardian of a student is physically employed in the boundaries of a school district other than the one in which they live for a minimum of 10 hours during the school week, the student may be considered a resident of the school district in which his/her parents work. This code section

does not require that a school district accept a student requesting a transfer on this basis, but a student may not be rejected on the basis of race/ethnicity, sex, parental income, academic achievement, or any other "arbitrary" consideration. Other provisions of EC §48204(b) include:

- Either the district in which the parent or legal guardian live or the district in which the parent or legal guardian works may prohibit the student's transfer if it is determined that there would be a negative impact on the district.
- The district in which the parent or legal guardian works may reject a transfer if it determines that the cost of educating the student would be more than the amount of government funds the district would receive for educating the student.
- There are set limits (based on total enrollment) on the net numbers of students that may transfer out of a district under this law, unless the district approves a greater number of transfers.
- There is no required appeal process for a transfer that is denied. However, the district that declines to admit a student must provide in writing to the parent or legal guardian the specific reasons for denying the transfer.

Open Enrollment Act (EC § 48350 et seq.)

Whenever a student is attending a district school on the Open Enrollment List, as identified by the Superintendent of Public Instruction, he/she may apply to transfer to another school within or outside of the District, if the school to which he/she is transferring has a higher Academic Performance Index. Districts with a school on the List must notify the parents/guardians at that school on or before the first day of the school year of their option to transfer to another public school. Information regarding the application process and applicable deadlines can be obtained from the district office.

This summary provides an overview of the laws applicable to school attendance for each alternative. Additional information is available upon request.

NOTICE OF ALTERNATIVE SCHOOLS (EC §58501): State law authorizes all school districts to provide for alternative schools. Education Code section 58500 defines an alternative school as a school or separate class group within a school that is operated in a manner designed to:

- (1) Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.

(2) Recognize that the best learning takes place when the student learns because of his/her desire to learn.

(3) Maintain a learning situation maximizing student self-motivation and encouraging the student in his/her own time to follow his/her own interests. These interests may result in whole or in part from a presentation by his/her teachers of choices of learning projects.

(4) Maximize the opportunity for teachers, parents and students to cooperatively develop the learning process and its subject matter. This opportunity shall be a continuous, permanent process.

(5) Maximize the opportunity for the students, teachers, and parents to continuously react to the changing world, including but not limited to the community in which the school is located.

In the event any parent, student, or teacher is interested in further information concerning alternative schools, the *County Superintendent of Schools, the administrative office of this district, and the principal's office in each attendance area* shall have copies of the law available for your information. This law particularly authorizes interested persons to request that the governing board of the district to establish alternative school programs in each district.

GRADE REDUCTION/LOSS OF ACADEMIC CREDIT (EC §48980(j)): No student shall have his/her grade reduced or lose academic credit for any excused absence pursuant to EC §48205 for missed assignments/tests that can reasonably be provided/completed.

ABSENCES FOR CONFIDENTIAL MEDICAL SERVICES (EC §46010.1): Students in grades 7-12 and their parents are notified that the law permits schools to excuse students for the purpose of obtaining confidential medical services without parental consent. District policy regarding excusing such absences is available upon request.

ABSENCE FOR RELIGIOUS INSTRUCTION (EC §46014): Districts may allow pupils with parent consent to be excused to participate in religious exercises/instruction.

NOTICE OF MINIMUM DAYS AND PUPIL-FREE STAFF DEVELOPMENT DAYS (EC §48980(c)): The district is required to annually notify parents of its schedule(s) of minimum days and student-free staff development days at the beginning of the year or as early as possible, but no later than one month prior to the scheduled minimum or student-free day. (*See attached.*)

MISCELLANEOUS

NON-MANDATORY PROGRAMS FOR PARENTAL/PUPIL PARTICIPATION (EC §49091.18): Schools may not require a student or student's family to submit to or participate in any assessment, analysis, evaluation, or monitoring of the quality or character of student home life, parental screening or testing, nonacademic home-based counseling program, parent training, or prescribed family educational service plan.

SEX EQUITY IN CAREER PLANNING (EC §221.5(d)): Parents shall be notified in advance of career counseling and course selection commencing with course selection in Grade 7, to promote sex equity and allow parents to participate in counseling sessions and decisions.

DRUG FREE CAMPUS (Alcohol and Other Drug Use Prevention Education): Possession, use or sale of narcotics, alcohol, or other controlled substances is prohibited and strictly enforced at all school activities. Records will be forwarded to local law enforcement, and district sanctions will result from violations.

RIGHT TO REFRAIN FROM HARMFUL USE OF ANIMALS (EC §§32255 et seq.): Pupils may choose to refrain from participating in educational projects involving the harmful or destructive use of animals.

EVERY STUDENT SUCCEEDS ACT (20 USC §§6301 et seq.): Under the ESSA, parents have the following rights which may be subject to change as regulations and state law are modified to comply with ESSA:

- **Information Regarding Professional Qualifications of Teachers, Paraprofessionals, and Aides:** Upon request, parents have a right to information regarding the professional qualifications of their student's classroom teachers, paraprofessionals, and aides. This includes whether the teacher meets the state qualifications and licensing criteria for the grades and subjects s/he teaches, whether the teacher is teaching under an emergency permit or other provisional status because of special circumstances, the teacher's college major, whether s/he has any advanced degrees and the subject(s) of those degrees, and whether any instructional aides or paraprofessionals provide services to your child and, if so, their qualifications. Districts shall also notify parents if their child has been assigned to or has been taught for 4 or more consecutive weeks by a teacher who is not highly qualified.
- **Information Regarding Individual Student Reports on Statewide Assessments:** 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.
- **Limited English Proficient Students:** The Act requires prior notice be given to parents of English learners regarding limited English proficiency programs, including the reasons for the identification of the student as an

English learner, the need of placement in a language instruction educational program, the student's level of English proficiency, how such level was assessed, the status of the student's academic achievement, the methods of instruction used in the programs available, how the recommended program will meet the student's needs, program performance, parent options to remove a student from a program and/or to decline initial enrollment, and expected rate of transition into classrooms not tailored for English learners .

- **Program Improvement Schools:** Parents shall be notified when their child's school is identified a "program improvement" school and the opportunities for school choice.
- **Non-Release of Information to Armed Forces Recruiters:** Upon written request, parents may direct that their student's name, address and telephone listing not be released with out prior written parental consent.

The information provided above is available upon request from your child's school or the district office. Additional notices that may be required under the Every Student Succeeds Act shall be sent separately

UNIFORM COMPLAINT PROCEDURES (5 CCR §4622):

The district is required to annually notify parents, pupils, employees, district and school advisory committees and other interested parties in writing of its required Uniform Complaint Procedures. The Uniform Complaint Procedures apply to complaints involving categorical programs and those alleging unlawful discrimination, harassment, intimidation, bullying, and noncompliance regarding student fees and the legal requirements pertaining to the Local Control Accountability Plan . (See attached.)

SCHOOL BUSES/PASSENGER SAFETY (EC §39831.5):

Districts are required to provide safety regulations to all new students and students who have not previously been transported by school bus.

MEGAN'S LAW NOTIFICATION (PENAL CODE §290.4):

Parents and members of the public have the right to review information regarding registered sex offenders at the main office of the local law enforcement agency for this school district.

EXCUSED ABSENCES (EC §48205)

(a) Notwithstanding Section 48200, a pupil shall be excused from school when the absence is:

- (1) Due to his or her illness.
- (2) Due to quarantine under the direction of a county/city health officer.
- (3) For the purpose of having medical, dental, optometrical, or chiropractic services rendered.

(4) For the purpose of attending the funeral services of a member of his or her immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California.

(5) For the purpose of jury duty in the manner provided for by law.

(6) Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent.

(7) For justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of his or her religion, attendance at religious retreats, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board.

(8) For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.

(9) For the purpose of spending time with a member of the pupil's immediate family, who is an active duty member of the uniformed services, as defined in Section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the superintendent of the school district.

(b) A pupil absent from school under this section shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefor. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

(c) For purposes of this section, attendance at religious retreats shall not exceed four hours per semester.

(d) Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

(e) "Immediate family," as used in this section, has the same meaning as that set forth in Section 45194, except that references therein to "employee" shall be deemed to be references to "pupil."

INVESTING FOR FUTURE EDUCATION (EC §48980(d)):

Parents are advised of the importance of investing for higher education for their children and of considering appropriate investment options, including, but not limited to, United States savings bonds.

COMPLAINTS CONCERNING DEFICIENCIES RELATED TO INSTRUCTIONAL MATERIALS, ETC. (EC §35186): A

uniform complaint process is available to help identify and resolve deficiencies related to instructional materials, emergency or urgent facility conditions that pose a threat to the health and safety of pupils or staff, and teacher vacancy or misassignment. Notice of the complaint process and location at which to obtain a complaint form should be posted in the classrooms.

SCHOOL ACCREDITATION (EC §35178.4): Requires a school district to notify each parent or guardian of a pupil in a school that has lost its accreditation status and the potential consequences of the school's loss of status, in writing or by posting the information on the school district's or school's Internet Website, or by any combination of these methods.

PUPIL FEES (EC §49010 et seq.): The district is required to establish policies concerning the provision of a free education to pupils. The district is also required to establish policies for filing a complaint of noncompliance under this section using the Uniform Complaint Procedures. Notice of the district's fee policies and complaint process shall be provided to pupils, parents, guardians, and employees on an annual basis.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (EC §§52060-52077): The District is required to adopt a three-year Local Control and Accountability Plan (LCAP) and to update the LCAP on or before July 1 of each subsequent year. The LCAP is required to identify annual goals, specific actions geared toward implementing those goals, and must measure progress for student subgroups across multiple performance indicators based on eight priorities set by the State. The priorities must be aligned to the District's spending plan. The LCAP must be approved before the annual District budget can be adopted. Once the budget and LCAP are adopted at the local level, the plan will be reviewed by the County Superintendent to ensure alignment of projected spending toward goals and services. The following are the eight State priorities:

1. Providing all students access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities;
2. Implementation of and student access to state academic content and performance standards;
3. Parent involvement and participation;
4. Improving student achievement and outcomes along multiple measures;
5. Supporting student engagement;
6. Highlighting school climate and connectedness;
7. Ensuring all students have access to classes that prepare them for college and careers; and
8. Measuring other important student outcomes related to required areas of study.

The Board of Education is required to establish a parent advisory committee (PAC) and English learner parent advisory committee (ELPAC) to provide advice to the Board of

Education and the superintendent regarding the LCAP. (ELPACs are required if enrollment in the school district includes at least 15% English learners and the district enrolls at least 50 pupils who are English learners. Districts are not required to establish a new ELPAC if an English learner parent committee has already been established). PACs shall include parents or legal guardians of low income students, English learner students, and foster youth.

Each district is required to consult with its teachers, principals, administrators, other school personnel, local bargaining units, parents, and pupils in developing the LCAP. As part of this consultation process, districts must present their proposed plans to the PAC and ELPAC. The advisory committees can review and comment on the proposed plan. Districts must respond in writing to the comments of the PAC and ELPAC. Districts are also required to notify members of the public that they may submit written comments regarding the specific actions and expenditures proposed in the LCAP.

Districts must hold at least two public hearings to discuss and adopt (or update) their LCAPs. The district must first hold at least one hearing to solicit recommendations and comments from the public regarding expenditures proposed in the plan, and then adopt (or officially update) the LCAP at a subsequent hearing.

Districts are required to post on the school district website the LCAP approved by the Board of Education and any updates or revisions to the LCAP, and establish policies for filing a complaint of noncompliance under EC §52075 using the Uniform Complaint Procedures. Information regarding the requirements for a Local Control and Accountability Plan and the complaint process shall be provided to pupils, parents, guardians, and employees on an annual basis.

ACKNOWLEDGEMENT OF PARENT OR GUARDIAN OF ANNUAL RIGHTS NOTIFICATION

*Detach, sign, and return this page to your child's school indicating that you have been notified
of the specified activities and whether you have a child on continuing medication.*

This annual notification is also available in an electronic format and can be provided to you upon request. If the notice is provided in an electronic format, the parent or guardian shall submit to the school this signed acknowledgement of receipt of the notice.

Student's Name: _____

School: _____ Grade: _____

I hereby acknowledge receipt of information regarding my rights, responsibilities, and protections.

Signature of Parent or Guardian: _____ Date: _____

PLEASE COMPLETE THE FOLLOWING IF APPLICABLE:

1. Student is on a continuing medication program as prescribed by a physician: (Please check one) YES _____ NO _____

If YES, you have my permission to contact student's physician:

Physician's Name: _____ Telephone: _____

Medication: _____ Dosage: _____

Medication: _____ Dosage: _____

2. If you do not wish directory information released, please sign where indicated below and ensure receipt of this form by the school office **within the next 30 days**. Note that this will prohibit the district from providing the student's name and other information to the news media, interested schools, parent-teacher associations, interested employers, and similar parties.

Do NOT release directory information regarding _____

(Pupil's Name)

(Date of Birth)

School: _____ Grade: _____

☐ Check if an exception may be made to include student information and photos in the yearbook.

Signature of Parent or Guardian: _____

(Date)

Acceptable Use Policy Agreement for Students(2016-2017 School Year)

School: Kid Street Learning Center

Teacher: _____

Grade: _

Student LAST Name (Please print): _____

Student FIRST Name (Please print): _____

Student MIDDLE Name (Please print): _____

Parent/Guardian Name (Please print): _____

Parent/Guardian Phone #: _____

Upon signing this document you affirm that it is not reasonable that Kid Street can directly supervise your child every minute he or she is on the computer. Therefore, you agree that when your child is not directly supervised, he or she will obey all school computer use policies, civil and criminal laws. In the event your child notifies you they are receiving computer messages threatening death, bodily harm, or destruction to property, you agree to report this event immediately to both law enforcement and school.

As parent/guardian of this student, I understand the risks associated with allowing my child to use the Internet. Furthermore, in signing this policy, I affirm that the school district made a reasonable attempt to educate me on the known potential risks of using the Internet and the school's rules and goals of Internet use. Based on this adequate notice, I agree not to hold the Kid Street responsible for materials acquired or contacts made on the network.

I have reviewed these responsibilities with my child, and he or she clearly understands this acceptable use policy and has agreed to obey all school procedures, civil, and criminal laws. By signing below,

☐ I hereby grant

☐ I hereby do not grant

permission to Kid Street to provide network and Internet access at school.

Please be advised that if you check no your student will not be permitted to use the district Internet access for research and exploration, but your child will still be instructed through the use of Internet-based educational software deemed vital to your child's educational success.

Parent Signature _____ Date _____

For a variety of reasons (academic activities, athletics, clubs, etc.) your child's name, individual student picture/video image, and/or creative work(s), may appear on a school- or district-related website. Please understand that once this information is placed on the Web, we cannot guarantee that the information will not appear on other sites. Also, some activities may involve a classroom to classroom video exchange, for example, students studying volcanoes could use video equipment (e.g., webcam) to see and talk to students in a classroom near Mount St. Helens. By signing this section,

I hereby grant ☐

I hereby do not grant ☐

permission to Kid Street to place my child's name, individual student picture/video/webcam image, and/or creative work(s) on a school- or district-related website or the Internet.

Parent Signature _____ Date _____

Please sign in both places and return this page to the teacher.

Important Information needed for General School updates

Hi Parents,

Welcome back to Kid Street! Please fill out the following information so I can update any records.

Thanks! <3 Angel Gray, Office Manager

Student(s) name: _____

Parent Name: _____

Parent Email Address: _____

One Call Now number(s) you would like the system to call for both school news and emergencies:

(Please include area code) _____

Did you know that when you sign up for One Call now, you can receive text message alerts? Just text the word "alert" to 22300, and you can receive text messages from the school!

Would you like information on being able to be a driver or a chaperone for school field trips?

Circle one: Yes No

Does your child need to take a medication while at school? Circle one: Yes No

Please list any allergies or medications your child has(Leave blank if none):

Any pick up additions you would like to add? Please list name and number to those who are NOT on the emergency pick up at this time.

