



WINSHIP COMMUNITY SCHOOL

**Regular Scheduled Board Meeting
Winship Community School
May 19, 2020 – 4:30 pm
3840 Rosin Court #200
Sacramento, CA 95834**

**Through Teleconference
Join Zoom Meeting
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AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session - Conference re Real Property Negotiations. Gov't Code. Sect. 54956.9. Potential Lease re 4750 Grove Street, Rocklin, California 95765
5. Executive Director's Report
 - a. School Closure due to Covid-19 Updates
 - b. 2020-2021 Enrollment Updates
 - c. Student Achievement
6. Discussion and Potential Action on the April and May Board Meeting Minutes
7. Discussion and Potential Action on the April Financials
8. Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report)
9. Discussion and Potential Action on the Confirmation of Retention of Counsel – Engagement Letter
10. Discussion and Potential Action on the Salary Schedules
11. Discussion and Potential Action on the Executive Director Evaluation



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12. Discussion and Potential Action on the Suicide Prevention Policy
13. Discussion and Potential Action on the Suspension and Expulsion Policy
14. Discussion and Potential Action on the Field Trip Policy
15. Discussion and Potential Action on the Vendor Agreements
16. Announcement of Next Regular Scheduled Board Meeting
17. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Winship Community School Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



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Regular Scheduled Board Meeting - Winship Community School
April 21, 2020 – 5:00 pm
3840 Rosin Court #200, Sacramento, CA 95834

Attendance: Shannon Milligan, David Brockmyer, Shankari Arcot – Teleconference
Absent: Shirley Montalvo, Suzanne Nunnink
Also Present: Bryanna Brossman, Jenell Sherman, Julie Haycock – Teleconference

Call to Order:

David Brockmyer called the meeting to order at 5:08 pm.

Approval of the Agenda:

Shannon Milligan motioned to approve the Agenda. Shankari Arcot seconded.
-Unanimous.

Public Comments:

None.

Principal's Report:

The Principal reported on:

- Notice of Violation Update
- School Closure Update

Discussion and Potential Action on the March Board Meeting Minutes:

Shankari Arcot motioned to approve the March Board Meeting Minutes. Shannon Milligan seconded.
-Unanimous.

Discussion and Potential Action on the March Financials:

David Brockmyer motioned to table the March Financials. Shankari Arcot seconded.
-Unanimous.

Discussion and Potential Action on the Charter Impact Proposal:

Shannon Milligan motioned to approve the Charter Impact Proposal. Shankari Arcot seconded.
-Unanimous.

Discussion and Potential Action on the 2020 – 2021 Benefits Renewals:

Shankari Arcot motioned to approve the 2020-2020 Benefits Renewals. Shannon Milligan seconded.



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-Unanimous.

Discussion and Potential Action on the Principal Title Change and Job Description:

Shannon Milligan motioned to approve the Principal Title Change and Job Description.

Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Executive Director Evaluation Timeline and Document:

Shankari Arcot motioned to table this item to look into updating the document to include the survey and coming back with 360-degree survey plan. Shannon Milligan seconded.

-Unanimous.

Discussion and Potential Action on the Board Resolution Regarding Executive Director Authority 2020 – 4:

Shankari Arcot motioned to approve the Board Resolution Regarding Executive Director Authority 2020 – 4. Shannon Milligan seconded.

-Unanimous.

Discussion and Potential Action on the Salary Schedules:

Shannon Milligan motioned to approve the Salary Schedules. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Withdrawal Policy:

Shannon Milligan motioned to approve the Withdrawal Policy. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Lottery Policy:

Shannon Milligan motioned to approve the Lottery Policy with the correction on the school name. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Teacher Certification Policy:

Shankari Arcot motioned to approve the Teacher Certification Policy. Shannon Milligan seconded.

-Unanimous.

Discussion and Potential Action on the Kindergarten and Transitional Kindergarten Policy:

Shankari Arcot motioned to approve the Kindergarten and Transitional Kindergarten Policy.

Shannon Milligan seconded.



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-Unanimous.

Discussion and Potential Action on the Board Resolution – High School Graduation Requirements 2020 – 5:

The Board did not take action on this item.

Discussion and Potential Action on Board Meeting Stipend:

Shannon Milligan motioned to table this item and requested staff to look into some comparison data. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the Board Resolution - SELPA Representative 2020 – 6:

Shankari Arcot motioned to approve the Board Resolution - SELPA Representative 2020 – 6. Shannon Milligan seconded.

-Unanimous.

Discussion and Potential Action the Board Resolution Approving the Authority of the Executive Director to Add to the Number of Enrollment Spots Available During Open Enrollment 2020-7:

Shannon Milligan motioned to approve the Authority of the Executive Director to Add to the Number of Enrollment Spots Available During Open Enrollment 2020-7. Shankari Arcot seconded.

-Unanimous.

Discussion and Potential Action on the LCAP Goals:

The Board gave feedback on the LCAP goals. No action was taken by the board.

Announcement of Next Regular Scheduled Board Meeting:

The Next Regular Scheduled Board Meeting is May 19, 2020.

Adjournment:

Shannon Milligan motioned to adjourn the meeting at 7:38 pm. Shankari Arcot seconded.

-Unanimous.



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Prepared by:
Bryanna Brossman

Noted by:

Board Secretary



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Special Board Meeting - Winship Community School

May 5, 2020 – 5:00 pm

3840 Rosin Court #200, Sacramento, CA 95834

Attendance: Suzanne Nunnink, Shannon Milligan, David Brockmyer, Shankari Arcot – Teleconference

Absent: Shirley Montalvo

Also Present: Julie Haycock, Bryanna Brossman – Teleconference

Call to Order:

Suzanne Nunnink called the meeting to order at 5:06 pm.

Approval of the Agenda:

David Brockmyer motioned to approve the agenda. Shannon Milligan seconded.

-Unanimous

Public Comments:

None

Discussion and Potential Action on the CSC Acknowledgement Resolutions for the Sale of Receivables:

Suzanne Nunnink motioned to approve the CSC Acknowledgement Resolutions for the Sale of Receivables. Shannon Milligan seconded.

-Unanimous.

Adjournment:

Suzanne Nunnink motioned to adjourn the meeting at 5:25 pm. David Brockmyer seconded.

-Unanimous

Prepared by:

Bryanna Brossman

Noted by:

Board Secretary

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Winship Community School	Julie Haycock, Executive Director	julie@winshipcommunity.org (916) 660-2924	Insert Date of Adoption

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

As a non-classroom-based independent study work charter school, we provide homeschooling families with a variety of curriculum delivery options, including online instruction courses led by credentialed teachers, offline courses, and virtual courses that employ built-in accommodations, teacher support, performance tasks, and progress monitoring. Families select the combination of systems that best suit student learning needs and interests. We ensure students are engaged in appropriate educational activities on instructional days, assess the time value of independent work, and the quality of contemporaneous work samples. As we have done before our extended closure, we discuss with each family the curriculum delivery options available during the COVID19 shelter in place restrictions. Below are the three distance learning options offered to families during our extended COVID19 closure:

- 1) Teacher-Directed Instructional Model
 - Teacher and families select materials (e.g., digital links, digitized materials, district-adopted textbooks)
 - Students engage through recorded (asynchronous) and live sessions (synchronous) using digital platforms such as Zoom
 - Teacher prioritizes learning goals, determines full or partial online equivalent, or needed adjustments
 - Teacher communicates with students and families through phone or other agreed-upon digital platforms

- 2) Online Instructional Model
 - Instruction provided through district-licensed online content resources (e.g., Edgenuity)
 - Students engage through menu-driven activities allowing for self-pacing, monitoring of student learning
 - Credentialed teacher communicates with students and families through district-licensed online content resources, phone, or other agreed-upon digital platforms

- 3) Blended Instructional Model
 - Teacher and families select materials (e.g., digital links, digitized materials, district-adopted textbooks)
 - Students engage through a combination of recorded/live sessions using a digital platform such as Zoom, and through district-licensed online content resources (e.g., Edgenuity)
 - Teacher enhances district-licensed online content resources (e.g., Edgenuity) by prioritizes learning goals, determines full or partial

online equivalent, or needed adjustments

- Teacher communicates with students and families through phone or other digital platforms selected by the teacher

Provide a description of how the LEA is meeting the needs of its English learners, foster youth, and low-income students.

Note: Please review portions highlighted in yellow and edit if you did not implement:

We realize the COVID19 crises adversely affects all students, particularly those who are considered most vulnerable. To mitigate these effects, we have:

- Proactively communicating the availability of community services and resources, including meals and childcare for students
- **Added social-emotional learning (See next section) to our curriculum,**
- Prioritized fewer learning goals, identified course sequence changes, implemented an appropriate grading policy, and
- **Administered surveys to help identify new needs**

Approximately 43% of our students live in low-income households, and none are homeless or are in foster care. Our non-classroom-based independent study platform includes access to the technology needed to participate in a distance learning environment effectively, including high-speed internet access. From a technology access perspective, the transition to our shelter in place learning options was relatively smooth. **However, as mentioned, we nonetheless administered surveys to help identify new needs.**

We communicated our extended closure learning plan to families of our English learners (approximately 19%) in a language they understand to ensure meaningfully and equally participation. Our virtual curriculum options facilitate embedded ELD instructional support, including built-in accommodations, parent portals, instructional videos, hands-on activities, performance tasks, and progress monitoring. Consequently, most of our ELs can maintain English language development (ELD) supports during our extended closure. We incorporate integrated ELD in subject matter courses and provide online designated ELD classes administered by an appropriately credentialed and trained teacher.

Approximately 7% of our students qualify for an individualized education plan (IEP). We will continue to monitor IEP goals and related services and support families and students via telephone or virtual meetings.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Note: Please review portions highlighted in yellow and edit if you did not implement:

Our COVID19 learning loss mitigation plan is composed of four components:

- 1) Identification of learning needs- **Through surveys and discussions,** we solicited shelter in place specific needs, including access to broadband internet service and other technology. We specifically solicited feedback from our English learner, and exceptional learning needs staff and families.

- 2) Establish a communication plan- We informed stakeholders of our plan through a variety of mediums, including email, social media, website, telephone calls, and text messages. For families of our ELs, we made a concerted effort to communicate our plan in a language most accessible to them.
- 3) Identification of learning outcomes- Given the context, we prioritized learning goals, identified course sequence changes, implemented an appropriate grading policy, and identified professional learning needs. Staff learning focused on the identification and use of specific resources to support students to continue their distance-learning format.
- 4) Addressing social-emotional needs- **We added social-emotional learning (SEL) to our curriculum.** We focused on maintaining regular communications to facilitate a sense of connection and support. As an example, staff recently created a video conveying how much we missed students and sent it to each family. We also provided online learning to staff and families explaining the signs and symptoms of trauma, including changes in behavior, unexplained pain, irritation, or depression. Trauma response strategies include listening attentively, modeling behavior, teaching the effects of stress, and providing a sense of protection. For example, our teachers often model problem-solving and flexibility in the face of new daily schedules. **We offer regular 10-15 minute check-in meetings** and office hours via telephone or internet to gauge the current social-emotional state of students.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Note: Need to edit this section if your school provides meals: As a non-classroom-based independent study work charter school, we do not have facilities to serve congregate meals, including cafeterias. Consequently, we do not provide congregate meals to students through the Summer Food Service Program (SFSP) or the National School Lunch Program Seamless Summer Option (SSO), including non-congregate meals during our COVID-19 closure. However, we help families find needed resources within the community.

Provide a description of the steps that have been taken by the LEA to arrange for the supervision of students during ordinary school hours.

Note: Please review portions highlighted in yellow and edit if you did not implement:

We are a non-classroom-based independent study work charter school wherein parents provide a majority of student supervision during ordinary school hours. We work closely with families in the education of their children/teens. To ensure each student is engaged in appropriate educational activities on instructional days, we assess the time value of independent work and the quality of contemporaneous work samples. **Note: Need to change this if your school did not close or the close date is incorrect:** **Beginning on March 20, 2020, we stopped recording regular attendance on approved COVID-19 school closure days for apportionment purposes.** However, we began proactively reaching out to families and students to support and track participation and engagement in distance learning. Staff communicates with the parents and students via email, social media, phone, online meeting platforms, and texting. We used translation applications such as TripLingo to translate texts as needed. **As mentioned, we initiated a technology needs survey to ascertain what students and families are need of technological devices to participate in our office hours.**

Additionally, we began offering **COVID-19 specific check-in meetings** and office hours to discuss and address COVID-19 related feelings and trauma with our students. For parents who are essential workers and need childcare, we provided a list of external resources, including the

new California childcare website. Similarly, we communicated the availability of community resources, including food and childcare to families with children with particular disabilities or special health care needs, and to those who or are homeless or in foster care.

California Department of Education
May 2020



Law office of
Jennifer McQuarrie

P: 805.252.1080
F: 888.900.3407
mcquarrielaw@gmail.com

May 11, 2020

VIA E-MAIL

Ms. Julie Haycock
Winship Community School
4305 South Meridian Road
Meridian, CA 95957

Dear Julie:

Thank you for reaching out to me to provide a new engagement letter for Winship Community School ("Winship"). This letter will confirm the terms under which Winship will engage me.

Billing and Rates.

My fees for legal services are \$220.00 per hour, plus any expenses that may be incurred, such as filing fees, copying costs, postage, courier service charges and related expenses. In the event that Winship is a party to litigation, these expenses could also include deposition fees, expert fees, and other costs related to litigation. In some instances, third party vendor bills may be forwarded to Winship for payment directly.

I will bill Winship approximately monthly depending upon the amount of work that was done on Winship's file during that period. If you ever have a question about my bill, please contact me to discuss it. Monthly statements are due upon receipt. Finance charges will be applied to amounts over 30 days past due.

I will charge actual reimbursement for any necessary travel expenses, such as airfare, mileage, hotels if required, and other expenses if I travel at Winship's request. The actual time I spend traveling will be charged at \$150.00 per hour.

Winship and I may agree upon a fixed price for certain projects, which will be agreed upon in advance of any work performed on such projects. In addition, I reserve the right to raise my hourly rate, with prior written notice to Winship.

Retainer.

At this point, I do not anticipate requiring a retainer prior to services being rendered. But, a retainer may be required in the future.

If a retainer is later required, I will provide Winship with a monthly statement of fees, costs and expenses. After I email Winship the statement, I will apply the funds of the retainer to the fees

Ms. Julie Haycock

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earned, costs and expenses incurred. Winship are also responsible for paying fees, costs and expenses in excess of the funds that I hold. Should my fees exceed the retainer, I may bill Winship monthly for additional fees and expenses.

Any unused portion of any retainer will be returned to Winship promptly upon completion of my services.

Conflicts of Interest.

I will not, without appropriate consent, represent any party if there is a conflict of interest with any of my other clients. In order to avoid conflicts of interest, I search my records to determine whether I represent any opposing parties. Please inform me at once of any additional persons or entities who may be involved in any matter I am handling.

Confirmation of Agreement.

I may send Winship documents, correspondence and other information during my representation. These copies will be for Winship's files. I will attempt to send most documents electronically. I will keep a copy of the information in my office as well. It is important that I have the current electronic email address and phone number for purposes of timely communication. It is also important that Winship cooperate with me during any time that I am providing services to Winship.

Please confirm Winship's agreement to the terms of this letter by signing a copy of the authorization on the next page and send a copy back to me via email or facsimile. I will endeavor to represent Winship promptly and efficiently, and I hope for a mutually satisfactory relationship.

Very truly yours,

/Jennifer McQuarrie/

Jennifer L. McQuarrie

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I, Julie Haycock am authorized to enter into this engagement agreement on behalf of Winship Community School and understand and agree to the terms of the representation as outlined in this letter.

Julie Haycock
By: Julie Haycock

Date: 5.16.20



Performance Factors:

1. GOVERNANCE:

Professional, timely and clear communication with Trustees; Equal treatment and support of all trustees. Effective preparation of Board, including facilitations of agendas, supporting materials and participation in meetings.

Basis of Knowledge (cite examples or facts supporting rating)

2. EDUCATIONAL PROGRAM AND STUDENTS:

Effectively implements the indicators noted in the Chief Administrator’s Job Description for Educational Programs and Students.

Basis of Knowledge (cite examples or facts supporting rating)

3. OPERATIONS:

Adequately supports and guides board in development of annual budge and execution of expenditure program. Ensures a comprehensive, safe and positive educational and work environment for all. Maintains school operations in compliance with legal requirements and appropriate rich management tenets.

Basis of Knowledge (cite examples or facts supporting rating)

Rating Score*				
5 High	4	3	2	1 Low
5 High	4	3	2	1 Low
5 High	4	3	2	1 Low

7. **LEADERSHIP**

Maintains composure under heavy pressure and stress and effectively maximizes mission of the school while minimizing disruption and liability.

Basis of Knowledge (cite examples or facts supporting rating)

8. **KNOWLEDGE:**

Understanding of historical, legal and current issues of education.

Basis of Knowledge (cite examples or facts supporting rating)

9. **PERSONAL QUALITIES:**

Devotes required time and energy, exercises good judgement, is dependable, presents a professional appearance and maintains high ethical standards.

Basis of Knowledge (cite examples or facts supporting rating)

Rating Score *				
5 High	4	3	2	1 Low

* 5: Exemplary, 4: Good, 3: Satisfactory, 2: Needs Improvement, 1: Unsatisfactory



Suicide Prevention Policy

Winship Community School is committed protecting the health and well-being of all Winship Community School students, including vulnerable youth populations, by having procedures in place to prevent, assess the risk of, intervene in, and respond to suicide and self-harming behavior. Vulnerable youth populations include LGBTQ (lesbian, gay, bisexual, transgender, questioning) youth, youth living with mental and/or substance use disorders, youth who engage in self-harm or have attempted suicide, youth in out-of-home settings, youth experiencing homelessness, American Indian/Alaska Native youth or youth that identify with other racial minority groups, youth bereaved by suicide and youth living with medical conditions and disabilities.

California *Education Code (EC)* Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

The purpose of Winship Community School Governing Board approving this Suicide Prevention Policy is to accomplish the following:

1. Explain the Purpose for The Suicide Prevention Policy
 2. Identify Parental Involvement in Suicide Prevention
 3. Outline Key Terms and Definitions of Suicide Prevention
 4. Identify Risk Factors and Protective Factors
 5. Outline the Warning Signs of Suicide
 6. Outline How to Respond to the Warning Signs of Suicide
 7. Explain Suicide Discussion/Communication for Parents and Children.
 8. Outline the Process for Assessment and Referral
 9. Outline the Process for Implementing the Policy
 10. Provide Resources for Parents, Students, and Staff Members on Suicide Prevention
- 1. Purpose:** Winship Community School recognizes that:
- a) physical, behavioral, and emotional health is an integral component of a student's educational outcome,
 - b) further recognizes that suicide is a leading cause of death among young people,

- c) the has an ethical responsibility to take a proactive approach in preventing deaths by suicide, and
- d) acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development.

In recognition of the need to protect the health, safety and welfare of its students, to promote healthy development, to safeguard against the threat or attempt of suicide among school aged youth, and to address barriers to learning, Winship Community School hereby adopts a policy, which corresponds with and supports other federal, state and local efforts to provide youth with prevention education, early identification and intervention, and access to all local resources to promote health and prevent personal harm or injury.

With the intention of creating a safe and nurturing educational entity that minimizes suicidal ideation in students, we also recognize our duty to protect the health, safety, and welfare of our students, and aim to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide. These safeguards include ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. Because the emotional wellness of students greatly impacts learning, motivation, and educational success, the current policy shall be paired with other policies that support the emotional and behavioral wellness of students. Our policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

In an attempt to reduce suicidal behavior and its impact on students and families, the school has developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for parents/guardians, caregivers, students, and school personnel who regularly interact with students or serve in a position to recognize the risk factors and warning signs of suicide.

2. **Parental/Guardian Involvement:** Parents and guardians play a key role in youth emotional and behavioral health, including suicide prevention. This policy is meant to be used as a tool for parents/guardians to be informed and actively involved in decisions regarding a child's welfare. Parents/guardians who learn the warning signs and risk factors for suicide are better equipped to connect with professional help when necessary. The school encourages and advises parents/guardians to take every statement regarding suicide or personal harm seriously and avoid assuming that a child is simply seeking attention.

Parents and guardians can also contribute to factors and conditions that reduce vulnerability to suicidal and self-harming behavior, for vulnerable youth populations. Feeling accepted by parents or guardians is a critical protective factor for vulnerable youth populations. As educators, Winship Community School faculty and staff can help protect vulnerable youth populations by ensuring that parents and guardians have adequate resources regarding family acceptance and the essential role it plays in students' behavioral and emotional health.

3. Student Participation and Education: Winship Community School along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the School's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
 - Coping strategies for dealing with stress and trauma;
 - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
 - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

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

Winship Community School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevent (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs).

3.4. Key Terms and Definitions:

- ***At Risk*** A student who is defined as high risk for suicide is one who has made a suicide attempt, has the intent to die by suicide, or has displayed a significant change in behavior suggesting the onset or deterioration of a mental health condition. The student may have thought about suicide including potential means of death and may have a plan. In addition, the student may exhibit feelings of isolation, hopelessness, helplessness, and the inability to tolerate any more pain. This situation would necessitate a referral, as documented in the following procedures.
- ***Crisis Team*** A multidisciplinary team of primarily administrative, mental health, safety professionals, and support staff whose primary focus is to address crisis preparedness, intervention/response, and recovery. These professionals have been specifically trained in crisis preparedness through recovery and take the leadership role in developing crisis plans, ensuring school staff can effectively execute various crisis protocols, and may provide mental health services for effective crisis interventions and recovery supports.
- ***Mental Health*** A state of mental and emotional being that can impact choices and actions that affect wellness. Mental health problems include mental and substance use disorders.

- **Postvention** Suicide postvention is a crisis intervention strategy designed to reduce the risk of suicide and suicide contagion, provide the support needed to help survivors cope with a suicide death, address the social stigma associated with suicide, and disseminate factual information after the suicide death of a member of the school community.
- **Risk Assessment** An evaluation of a student^[SEP] who may be at risk for suicide, conducted by the appropriate school staff (e.g., school psychologist or school counselor). This assessment is designed to elicit information regarding the student's intent to die by suicide, previous history of suicide attempts, presence of a suicide plan and its level of lethality and availability, presence of support systems, and level of hopelessness and helplessness, mental status, and other relevant risk factors.
- **Risk Factors for Suicide** Characteristics or conditions that increase the chance that a person may try to take his or her life. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and or social factors in the individual, family, and environment.
- **Self-Harm** Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either non-suicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide.
- **Suicide** Death caused by self-directed injurious behavior with any intent to die as a result of the behavior. Note: The coroner's or medical examiner's office must first confirm that the death was a suicide before any school official may state this as the cause of death.
- **Suicide Attempt** A self-injurious behavior for which there is evidence that the person had at least some intent to kill himself or herself. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feelings such as wish to die and desire to live is a common experience with most suicide attempts. Therefore, ambivalence is not a sign of a less serious or less dangerous suicide attempt.
- **Suicidal Behavior** Suicide attempts, intentional injury to self-associated with at least some level of intent, developing a plan or strategy for suicide, gathering the means for a suicide plan, or any other overt action or thought indicating intent to end one's life.
- **Suicide Contagion** The process by which suicidal behavior or a suicide influences an increase in the suicidal behaviors of others. Guilt, identification, and modeling are each thought to play a role in contagion. Although rare, suicide contagion can result in a cluster of suicides.
- **Suicidal Ideation** Thinking about, considering, or planning for self-injurious behavior which may result in death. A desire to be dead without a plan or intent to end one's life is still considered suicidal ideation and should be taken seriously.

4.5. Risk Factors and Protective Factors:

Risk Factors are characteristics or conditions that increase the chance that a person may try to take her or his life or participate in self-harming behaviors. These risks tend to be highest when someone has several risk factors at the same time.

The most frequently cited risk factors for suicide are:

1. Major depression (feeling down in a way that impacts your daily life) or bipolar disorder (severe mood swings)
2. Problems with alcohol or drugs
3. Unusual thoughts and behavior or confusion about reality
4. Personality traits that create a pattern of intense, unstable relationships or trouble with the law
5. Impulsivity and aggression, especially along with a mental disorder
6. Previous suicide attempt or family history of a suicide attempt or mental disorder
7. Serious medical condition and /or pain

It is important to bear in mind that the large majority of people with mental disorders or other suicide risk factors do not engage in suicidal behavior.

Protective Factors are characteristics or conditions that may help to decrease a person's risk of suicide or self-harming behaviors. While these factors do not eliminate the possibility of suicide, especially in someone with risk factors, they may help to reduce that risk. Protective factors for suicide have not been studied as thoroughly as risk factors, so less is known about them.

The most frequently cited protective factors of suicide include:

1. Receiving effective mental health care
2. Positive connections to family, peers, community, and social institutions such as marriage and religion that foster resilience
3. The skills and ability to solve problems

It is important for school districts to be aware of student populations that are at elevated risk of suicidal or self-harming behavior based on various factors:

1. Youth living with mental and/or substance use disorders. While the large majority of people with mental disorders do not engage in suicidal behavior, people with mental disorders account for more than 90 percent of deaths by suicide. Mental disorders, in particular depression or bipolar (manic-depressive) disorder, alcohol or substance abuse, schizophrenia and other psychotic disorders, borderline personality disorder, conduct disorders, and anxiety disorders are important risk factors for suicidal behavior among your people. The majority of people suffering from these mental disorders are not engaged in treatment, therefore school staff may play a pivotal role in recognizing and referring the student to treatment that may reduce risk.
2. Youth who engage in self-harm or have attempted suicide. Suicide risk among those who engage in self-harm is significantly higher than the general population. Whether or not they report suicidal intent, people who engage in self-harm are at elevated risk for dying by suicide within 10 years. Additionally, a previous suicide attempt is a known predictor of suicide death. Many adolescents who have attempted suicide do not receive necessary follow up care.
3. Youth in out-of-home settings. Youth involved in the juvenile justice or child welfare systems have a high prevalence of many risk factors of suicide. Young people involved in the juvenile justice system die by suicide at a rate about four times greater than the rate among youth in the general population. Though comprehensive suicide data on youth in foster care does not exist, one research found that youth in foster care were more than twice as likely to have considered suicide and almost four times more likely to have attempted suicide than their peers not in foster care.
4. Youth experiencing homelessness. For youth experiencing homelessness, rates of suicide attempts are higher than those of the adolescent population in general. These young people also have higher rates of mood disorders, conduct disorders, and post-traumatic stress disorder.

5. American Indian/Alaska Native youth. In 2009, the rate of suicide among American Indian / Alaska Native youth ages 15-19 was more than twice that of the general youth population. Risk factors that can affect this group include substance use, discrimination, lack of access to mental health care, and historical trauma.
6. LGBTQ (lesbian, gay, bisexual, transgender, or questioning) youth. The CDC finds that LGBTQ youth are four times more likely, and questioning youth are three times more likely, to attempt suicide as their straight peers. The American Association of Suicidology reports that nearly half of young transgender people have seriously considered taking their lives and one quarter report having made suicide attempt. Suicidal behavior among LGBTQ youth can be related to experiences of discrimination, family rejections, harassment, bullying, violence and victimization. For those youth with baseline risk for suicide (especially those with a mental disorder), these experiences can place them at increased risk. It is these societal factors, in concert with other individual factors such as mental health history, and not the fact of being LGBTQ that will elevate the risk of suicidal behavior for LGBTQ youth.
7. Youth bereaved by suicide. Studies show that those who have experience suicide loss, through the death of a friend or loved one, are at increased risk for suicide themselves.
8. Youth living with medical conditions and disabilities. A number of physical conditions are associated with an elevated risk for suicidal behavior. Some of the conditions include chronic pain, loss of mobility, disfigurement, cognitive styles that make problem-solving a challenge, and other chronic limitations. Adolescents with asthma are more likely to report suicidal ideation and behavior than those without asthma. Additionally, studies show that suicide rates are significantly higher among people with certain types of disabilities, such as those with multiple sclerosis or spinal cord injuries.

5.6. Warning Signs of Suicide: It is vital to suicide prevention that individuals are equipped to recognize the warning signs of someone who is seriously contemplating suicide. Behaviors that may mean a person is at *immediate* risk for suicide and thus prompt you to take action right away include:

- Talking about wanting to die or to kill one's self
- Looking for a way to kill one's self, such as a new or sudden interest in buying a gun
- Talking about feeling hopeless or like there's no point in living or carrying on
- Unusual or unexpected visits or calls to family and friends to say "goodbye" as if they will not be seen again
- Sudden efforts to get one's affairs in order, e.g., making a will out of the blue or giving away prized possessions
- A sudden sense of calm and happiness; though this might sound contradictory, if an extremely depressed person suddenly seems calm or happy, this can mean the person has made a decision to commit suicide. *Do not assume a person expressing a desire to die is joking.* Ask if they are serious. And make sure to follow up. Someone might say they are only joking when in fact the "joke" is motivated by a sincere desire to die. Suicide is not a joking matter; do not treat it as such. Less immediate, but still concerning, warning signs of suicidal ideation include:

- Feeling anxious or agitated
- Sudden reckless behavior
- Significant changes in sleep behavior (hardly sleeping, sleeping too much)
- Withdrawing or isolating from others
- Talking about feeling trapped
- Talking about pain feeling unbearable
- Talking about being a burden to others
- Increased use/abuse of alcohol or drugs
- Extreme mood swings

The above behaviors do not necessarily indicate suicidal ideation in and of themselves. However, when combined with other factors (like a recent, painful loss or public moment of humiliation), they should take on a new sense of urgency to intervene with help.

6.7. Responding to the Warning Signs: The most important thing you can do is *take the person seriously*. Do not judge them; do not make them feel bad; do not make a joke about it even if it makes you feel uncomfortable. Above all, do not assume the person is only seeking attention. That is not your judgment to make and you making it could be a life-threatening mistake. Be there, support them, and take immediate action. That immediate action should include, at the very minimum, the following:

- Talk to the person. Let them know you care about them.
- Listen without judging. This means you need to set aside whatever religious or theological beliefs you have about suicide in the abstract. This moment is about helping the human being in front of you who needs support.
- Try not to act/appear shocked. The person is already in distress; an overwhelming display of emotions on your part could only further distress them and make them feel they should not talk to you.
- Ask the person directly, “Are you thinking of ending your life?” or “Are you considering killing yourself?” Though it might make *you* uncomfortable, remember these four concrete questions: Suicidal? Method? Have what you need to follow through with plan? When?

The more information you know, the better you can help the suicidal person as well as the professionals that need to get involved. Also, asking these questions can help you determine how significant the risk. The more developed the person’s suicidal plan, the higher the risk. For example, if the person has a method and a time in mind, the risk is extremely high.

- If the person says, “No,” continue to be with the person and give support and stay in touch for the next few days, repeating the above process.
- If the person says, “Yes,” and has a plan and access to lethal means, do not leave the person alone. Get a professional involved. ***Immediately contact a local mental health professional, law enforcement, a local hospital emergency department, and/or the National Suicide Prevention Lifeline (1–800–273-8255).***
- Provide any relevant information you may have about the person to those who are managing the crisis.
- Keep in contact with the person after the crisis and provide ongoing care and support.
- Draw on other leaders and volunteers in your home and school community to provide support
- If a person ever asks you to keep their suicidal feelings or thoughts secret, refuse. The most loving response to someone feeling suicidal is getting them the help they need. A life is at risk. *If the risk of chronic/not immediate:* ^{SEP} Sometimes people may display warning signs of suicide or *feel* suicidal but not have any plans to actually commit suicide. Their risk may be low, but their suicidal feelings or thoughts are still causing significant distress in their lives. Even though their risk of actually attempting suicide is low, you should still reach out and do your best to support them. Here are some ways you can do so:
- Ask them directly about their feelings and thoughts. You’d be surprised how willing some people are to talk about their suicidal urges. It might even be a relief for them to have someone to talk to about those urges. The Help Guide gives the following suggestions for starting such a conversation:
 - Help Guide, “Suicide Prevention: How to Help Someone who is Suicidal,” <http://www.helpguide.org/articles/suicide-prevention/suicide-prevention-helping-someone-who-is-suicidal>
 - *Ways to start a conversation about suicide:* I have been feeling concerned about you lately. Recently, I have noticed some differences in you and wondered how you are doing. I wanted to check in with you because you haven’t seemed yourself lately.
 - *Questions you can ask:* When did you begin feeling like this? Did something happen that made you start feeling this way? How can I best support you right now? Have you thought about getting help?
 - *What you can say that helps:* You are not alone in this. I’m here for you. You may not believe it now, but the way you’re feeling will change. I may not be able to understand exactly how you feel, but I care about you and want to help. When you want to give up, tell yourself you will hold off for just one more day, hour, minute—whatever you can manage.

Educate yourself about suicide. Study more about suicide, its causes, and how to show love to someone who struggles with it.

Do not talk about suicidal people as if they are “crazy” or “insane.” Use words that will not make them feel like isolating themselves even more. Most suicidal people are not clinically psychotic. They might be grief-stricken or depressed, but do not make them feel like they should be locked up in an asylum.

Help the person find professional assistance. Offer to help them find a counselor or therapist; offer to help fill out forms for applying to your county or state’s mental health care system.

Encourage positive lifestyle changes, such as exercising more. Start small: for example, invite the person to going for a walk or hiking with you on the weekend.

Help the person make a safety plan. Help the person develop a set of concrete and specific-steps they promise to follow if they feel particularly suicidal. The plan should include things they promise to avoid (alcohol, drugs, etc.) and things they promise to do instead (call you, call another friend or therapist, etc.).

If necessary, have the person temporarily give you anything that they could use to commit suicide, such as unneeded, extra medications, razors, knives, etc.

Continue to stay in touch and support the person over the long-term. Repeat the above steps as needed.

7.8. For Parents- Suicide Discussion/Communication: Talking to your Children: *Here are some suggestions to help you with introducing the subject:*

- **Be courageous:** There is no shame in admitting that suicide is a scary issue. As parents, you probably want to protect your kids from all sorts of scary things. But you also have an obligation to teach them how to face reality and equip them to deal with all the scary things reality can bring. Here’s the truth: your kids are going to learn about suicide one way or another. So would you rather that they learn about it from the media or a friend who suddenly kills himself, or would you rather that you have the opportunity to educate them in advance? So face those fears and dive right in.
- **Pick a time where you can have an uninterrupted conversation:** Start the conversation when you have the best chance of having your child’s attention. A car ride, for example, ensures that your child will have fewer distractions than at home with the TV on. While you want to make sure your child gives you their attention, also make sure they don’t feel trapped. Remember: if talking about suicide makes *you* uncomfortable, it can also make your child feel uncomfortable. So make sure you not only have their attention, but that you do so in an environment that feels non-threatening and open.
- **Plan in advance:** Think about what you want to say and make sure you have the right information to talk to your child accurately and helpfully about suicide. Make notes or plan a script if you want.

- **Tailor the conversation to your child's age:** When talking about suicide (or any big, serious topic, for that matter), make sure that you keep the conversation at a level that is appropriate for that child's developmental level. For younger children, your descriptions can be shorter and simpler. For older children, give longer and more detailed answers. Additionally, older children will likely have many questions. If you don't know the answer to a question, don't be afraid to say that. You can make it into a learning experience and research the answer with your child together. That's much better than inaccurate or misleading information.
- **Explain suicide in a way that dispels common myths:** Let your children know not only the facts about suicide, but also what depression is and how it can make people feel suicide is their only escape. Let them know that suicide is never a necessity and that there is always hope. Let them know that they are not bad if they feel sad or upset and that it's ok to tell you if they do feel this way. Make sure they feel safe in your home and that they do not have to pretend to always be happy. Let them know you will not judge them if they are feeling down and that you love them no matter how happy or sad they are.
- **Encourage them to talk to trusted adults:** Let your kids know that they can talk to you if they are feeling depressed or suicidal. Or let them know that if they ever feel uncomfortable talking to you about depression or suicide, that they can always talk to another trusted family member or adult in your community. The important thing is that they do not hold their feelings inside until they become so unbearable they feel like they are going to explode.
- **Let your child speak:** Ask your child what *they* think about the topic. Just be direct, e.g., "Have you thought about suicide? What do you think about it? Do your friends think about it? Do you know who you can talk to if you're feeling these feelings?"
- **Listen to your child:** If you ask your child what they think, make sure to be silent and give them the space to talk. If they say something that is inaccurate or that worries you, definitely be honest but do not interrupt them. Wait until they are done, affirm that you heard what they said and appreciate that they shared their thoughts with you, and *then* address whatever issues you feel need to be corrected.
- **Seeking Assistance:** There are differing situations where your child's distress may become apparent. Your child may reveal their suicidal thoughts to you, a friend, or a trusted adult. Whoever becomes aware of your child's distress must immediately seek assistance. In seeking assistance, your child's safety is the first consideration. The child should **never** be left alone during this crisis. If your child has a physician or therapist, call to alert them of the situation.

For the Child/ Student: School can be an exciting time, filled with new experiences, but at times you might feel as though it is more of a struggle. This information is meant to help you as you work through a tough time.

Life can be stressful. Between the friend drama, packed schedules, classes, clubs, relationships, sports, jobs, parental expectations, figuring out who you are, uncertainty over things, and not getting enough sleep, life can occasionally get you down and feel overwhelming. That is normal.

What is not normal is struggling through each day, feeling like things will only get worse. Maybe you feel like you have lost control, that nothing matters, or that you are alone. These feelings may indicate

a condition that requires professional help, such as depression, anxiety or other mental health conditions.

Not everyone experiences mental health conditions in the same way, but **everyone struggling with their mental health deserves help**. Depression is among the most common conditions experienced. It is a complex medical illness that significantly interferes with an individual's ability to function, enjoy life, and feel like themselves.

A number of factors may contribute to a person becoming depressed; genetic predisposition and stressful life events can certainly play a role, but sometimes depression can occur without an obvious cause. This means that **anyone can become depressed**, even those who seemingly have every reason to be happy.

Depression commonly affects your thoughts, your emotions, your behaviors, and your overall physical health. Experiencing any one of these symptoms on its own does not constitute depression; a diagnosis of depression requires several of these symptoms to occur for at least two weeks. Here are some of the most common symptoms that point to the presence of depression:

- **Feelings:**
 - Sadness
 - Hopelessness
 - Guilt
 - Moodiness
 - Angry outbursts
 - Loss of interest in friends, family, and favorite activities
- **Thoughts:**
 - Trouble concentrating
 - Difficulty making decisions
 - Trouble remembering
 - Thoughts of harming oneself
 - Delusions and/or hallucinations can also occur in cases of severe depression
- **Behaviors:**
 - Withdrawing from people
 - Substance abuse

- Missing work, school, or other commitments
- Attempts to harm oneself (e.g., cutting)
- **Physical/Somatic Problems:**
 - Tiredness or lack of energy
 - Unexplained aches and pains
 - Changes in appetite
 - Weight loss or gain
 - Changes in sleep – sleeping too little or too much

If you are experiencing symptoms of depression, it is important to **talk to a trusted adult** (parent, teacher, counselor, coach, or clergy) or doctor so that you can get the help you need. **Depression does not go away on its own, but with the appropriate help it can be treated.** Studies show that more than 80% of people with depression can feel better with talk therapy (counseling) and/or medication. Maybe you have noticed that your friend has not been acting like themselves lately and you are worried about whether or not they are really “fine” after all. If you think a friend may be depressed, show them you care by reaching out. Give yourself time to talk in a private, comfortable place. Honestly share what you have noticed (changes in behavior, things they have said or done) and ask them how they are feeling. Let them know that you are asking them because you care, because you want them to feel better, and because there is help. Let them know that there is hope and help available, and support them to get the help they need. If you don’t feel comfortable asking your friend, share your concerns with a trusted adult who can. Talking about mental health can be difficult, but reaching out and getting help for depression is one of the most courageous, important things you can do for yourself or for a friend. **It might even save a life.**

- Resources at home or outside school:
 - Talk to a parent or older relative
 - Call your pediatrician or physician
 - Talk to a trusted adult, teacher, or guidance counselor
 - National Suicide Prevention Lifeline: 800-273-8255
 - If someone is in immediate danger, **call 911. *Getting help does not mean that you have failed, it demonstrates courage, hope, and means you’ve allowed others to show they care.***

8.9. Assessment and Referral: When a student is identified by a staff person as potentially suicidal, e.g., verbalizes about suicide, presents overt risk factors such as agitation or intoxication, the act of self-harm occurs, or a student self-refers, the student will be seen by a school employed mental health professional within the same school day to assess risk and facilitate referral. If there is no mental health

professional available, a school nurse or administrator will fill this role until a mental health professional can be brought in.

- School staff will continuously supervise the student to ensure their safety.
- The designated mental health and suicide prevention coordinator (s) will be made aware of the situation as soon as reasonably possible.
- The mental health professional/coordinator will contact the student's parent or guardian, and will assist the family with urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local hospital emergency department, but in most cases will involve setting up an outpatient mental health or primary care appointment and communicating the reason for referral to the healthcare provider.
- Staff will ask the student's parent or guardian for written permission to discuss the student's health with outside care, if appropriate.

Protecting the health and well-being of all students is of utmost importance. A suicide prevention policy serves to assist and protect all students through the following steps:

- Students should be made aware of and informed about recognizing and responding to warning signs of suicide in peers and friends, using coping skills, using support systems, and seeking help for themselves and friends.
- Winship Community School will designate a suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.
- When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the parents, staff, and student, and help connect them to appropriate local resources.
- Students will have access to national resources which they can contact for additional support.
- All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell an adult (e.g., teacher, parent) if they, or someone they know, is feeling suicidal or in need of help.
- Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.
- If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.
- A referral process should be prominently disseminated to all staff members with access to students, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

- The Executive Director shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.
- The referral process shall be prominently disseminated to all parents/guardians/caregivers so they know how to respond to a crises and are knowledgeable about the school and community-based resources.

Coping Skills/Healthy Behaviors: These are positive actions and behaviors that a student engages in to help them through their struggles on a daily basis. Some coping strategies include activities that students can do in order to regulate his/her emotions; ask the student for input, and teach him/her additional strategies if necessary. Strategies may include: *slow breathing, yoga, play basketball, draw, write in journal, take a break from school activities to drink water, listen to music.*

Places I Feel Safe: These are places that the student feels most comfortable. It should be a safe, healthy, and generally supportive environment. This can be a physical location, an imaginary happy place, or in the presence of safe people. Help students identify a physical and/or emotional state of being. Places may include: *my being with my friends, youth group at church, imagining I am on a beach watching the waves.*

School Support: Any school staff member or administrator can check in with a student regularly (regardless of whether or not the student seeks out help). Notify student's teacher(s) and request monitoring and supervision of the student (keeping in mind not to share confidential information).

Adult Support: It is important that a student also feel connected with healthy adults at home or in their community. The student should trust these adults and feel comfortable asking for help during a crisis. Identify how student will communicate with these individuals and include a phone number. Some adults may include: *family (e.g., grandparent, aunt, uncle, adult sister); clergy (e.g. youth pastor); or neighbor.*

9.10. Prevention: School Policy Implementation: A suicide prevention coordinator shall be designated by Winship Community School Administration. This may be an existing staff person, such as a School Counselor or School Psychologist. The suicide prevention coordinator will be responsible for planning and coordinating implementation of suicide prevention for the school.

The school suicide prevention coordinator will act as a point of contact in the school for issues relating to suicide prevention and policy implementation. All staff members shall report students they believe to be at elevated risk for suicide to the school mental health/suicide prevention coordinator.

Providing a safe, positive, and welcoming school climate; and ensuring that students have trusting relationships with adults serves as the foundation for effective suicide prevention efforts. Bullying and suicide-related behaviors have a number of shared risk factors including mental health challenges (e.g., depression, hopelessness, and substance use/abuse). Youth who report frequently bullying others and those who report being frequently bullied are at increased risk for suicidal thoughts and behavior. Bully-victims (those who report both bullying others and being bullied) are at the highest risk for suicidal thoughts and behaviors. Keep in mind the relationship between bullying and suicide is more complex and less direct than it might appear. While bullying may be a precipitating event, there are often many other contributing factors, including underlying mental illness.

Prevention efforts should also address non-suicidal self-injury (NSSI or "cutting"). While the behavior is typically not associated with suicidal thinking, it is a red flag that someone is distressed and does increase the risk for suicidal thinking and behaviors. It is important that school staff learn to recognize the signs of NSSI, including cuts, burns, scratches, scabs, and scrapes, especially those that are recurrent and if explanations for the injuries are not credible. Suicide risk assessment should always be a part of intervention with the student who displays NSSI.

Staff Professional Development: All staff will receive annual professional development on risk factors, warning signs, protective factors, response procedures, referrals, postvention, and resources regarding youth suicide prevention. The professional development will include additional information regarding groups of students at elevated risk for suicide, including those living with mental and/or substance use disorders, those who engage in self-harm or have attempted suicide, those in out-of-home settings, those experiencing homelessness, American Indian/Alaska Native student, LGBTQ students, students bereaved by suicide and those with medical conditions or certain types of disabilities. Additional professional development in risk assessment and crisis intervention will be provided to school employed mental health professionals and school nurses.

Identification and Intervention: Early identification and intervention are critical to preventing suicidal behavior. When a parent/caregiver or school staff become aware of a student exhibiting potential suicidal behavior, they should immediately contact a member of the school's crisis response team for a suicide risk assessment and support. If the appropriate staff is not available, 911 should be called. Typically, it is best to inform the student what you are going to do every step of the way. Under no circumstances should the student be left alone (even in a bathroom/ restroom). Reassure and supervise the student until a 24/7 caregiving resource (e.g., mental health professional or law enforcement representative) can assume responsibility.

Designated members of the school crisis team should conduct a suicide risk assessment. The purpose of the assessment is to determine the level of risk and to identify the most appropriate actions to ensure the immediate and long-term safety and well-being of the student. This should be done by a team that includes a school-employed mental health professional.

Caregiver notification is a vital part of suicide prevention. The appropriate caregiver(s) must always be contacted when signs of suicidal thinking and behavior are observed. Typically, this is the student's parent(s); however, when child abuse is suspected protective services should be contacted. Even if a child is judged to be at low risk for suicidal behavior, schools may ask caregivers to sign a form to indicate that relevant information has been provided. Regardless, all caregiver notifications must be documented. Caregivers also provide critical information in determining level of risk. Whether a student is in imminent danger or not, it is strongly recommended that lethal means are (e.g., guns, poisons, medications, and sharp objects) are removed or made inaccessible.

Refer to community services if warranted. Referral options to 24-hour community-based services should be identified in advance. It is best to obtain a release from the primary caregiver to facilitate the sharing of information between the school and community agency.

Help the parent/caregiver and/or school staff to develop with the student a safety plan. Helping the student to develop a written list of coping strategies and sources of support that can be of assistance when he or she is having thoughts of suicide (e.g., a safety plan) is recommended. Suicide prevention hotlines (e.g., 800-273-TALK) and the app MY3 (my3app.org) can be helpful elements of such a plan.

Schools are legally responsible for documenting every step in the assessment and intervention process. A documentation form for support personnel and crisis response team members should be developed to record all suicide intervention actions and caregiver communication. Student information must be kept confidential but there are exceptions to FERPA when safety is of concern. Staff responsible for the safety and welfare of the student should be provided with the information necessary to work with the student and preserve the safety. School staff members do not need clinical information about the student or a detailed history of his or her suicidal risk or behavior. Discussion among staff should be restricted to the student's treatment and support needs.

Keep tabs on the rumor mill (including social media). If you hear or see something credible, refer the student to a school-employed mental health professional or crisis response team member. At the same time, gossip about particular incidents and students should also be discouraged.

Please Remember:

If it seems that an individual is in immediate danger of hurting himself or herself: Take the person to a hospital Emergency Room to be evaluated by a health professional.

If the person refuses help: Call 9-1-1 for police evaluation of the individual. If the person is a danger to self or others, the officer can transport the person to a hospital where he or she may be held.

Postvention. Following a suicide, school communities must strike a delicate balance. Students should have an opportunity to grieve, but in a way that does not glorify, romanticize or sensationalize suicide, which may increase suicide risk for other students.



Confirm facts. Confirm the facts related to the death with the family and/or police. Inform other schools in the district with students related or close to the deceased. Contact the family to offer condolences, ask what the school can do to help, offer resources, and to discuss communication with the school community. Protect and gather the personal effects of the deceased for the family and/or the police. Pay close attention to other students (and staff) who may also be at risk of suicidal behavior.

Resources needed. In some situations, schools may have adequate resources to handle the aftermath of a suicide. However, it is critical that schools assess the impact of the suicide on the school community to determine the level of postvention support needed. Factors to consider include how well known the student was, if the suicide was public (e.g., occurred at a school event), and/or if the deceased had shared his/her suicidal intentions with others (particularly to large numbers of other students via social media). These factors generally increase the impact and thus the potential postvention needs of members of the school community.

Contagion. Suicide contagion occurs when suicidal behavior is imitated. The effect is strongest among adolescents: they appear to be more susceptible to imitative suicide than adults, largely because they may identify more readily with the behavior and qualities of their peers. Guilt, identification, and modeling are each thought to play a role in contagion. Sometimes suicide contagion can result in a cluster of suicides. Studies indicate that 1-5% of all suicides within this age group are due to contagion (100-200 teenage cluster suicides per year).

Suicide postvention strategies designed to minimize contagion include avoiding sensationalism or giving unnecessary attention to the suicide, avoiding glorifying or vilifying of suicide victims, and minimizing the amount of detail about the suicide shared with students.

If there appears to be contagion, school administrators should consider taking additional steps beyond the basic crisis response, including stepping up efforts to identify other students who may be at heightened risk of suicide, collaborating with community partners in a coordinated suicide prevention effort, and possibly bringing in outside experts.

Memorials. Memorials in particular run the risk of glamorizing suicide and should thus be implemented with great care. Living memorials are recommended such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing opportunities for service activities in the school that emphasize the importance of student's taking care of each other.

Care for the caregiver. It is important that administrators and crisis team members not underestimate the potential impact that a suicide can have on school staff members. School leaders should promote a culture in which both the students and the adults in the building feel comfortable asking for help and/or to take a break. Providing contact information and encouraging staff to meet their own mental health needs is an important first step in ensuring that staff are adequately supported.

Grief. Understanding the nature of grief can help us better cope with loss. Grief is a natural, healthy process that enables us to recover from terrible emotional wounds. Grief can affect our thinking, behavior, emotions, relationships, and health. People may experience sleeplessness, exhaustion, indigestion, lack of appetite, or memory lapses. Recognizing that these are common reactions to grief can help us minimize them by reaching out to friends, or joining a community support group.

The journey through grief has four phases:

- **Shock – In the days and weeks immediately following a devastating loss, common feelings include numbness and unreality, like being trapped in a bad dream.**
- **Reality – As the fact of the loss takes hold, deep sorrow sets in, accompanied by weeping and other forms of emotional release. Loneliness and depression may also occur.**
- **Reaction – Anger, brought on by feelings of abandonment and helplessness, may be directed toward family, friends, doctors, and the one who died or deserted us. Other typical feelings include listlessness, apathy, and guilt over perceived failures or unresolved personal issues.**
- **Recovery – Finally, there is a gradual, almost imperceptible return to normalcy. This is a time of adjustment to the new circumstances in life.**

These phases vary in duration for each person, so the school should not impose a timetable upon anyone. Some people need a year or two, while others may take less time. Holidays, anniversaries, and birthdays can trigger intense grief, especially the first year. Everyone grieves differently – depending on personality, religious beliefs, maturity, emotional stability, and cultural traditions.

The following steps should be implemented after a mental health crisis has happened:

- Treat every threat with seriousness and approach with a calm manner, make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

The following steps shall be implemented upon **re-entry to school after a suicide attempt**:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

10.11. Resources for Parents, Students and Staff Members on Suicide Prevention:

- **Parents as Partners: A Suicide Prevention Guide for Parents** is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>
- **Sources of Strength:** <https://sourcesofstrength.org>
- **Know the Signs:** <http://www.suicideispreventable.org>
- **National Mental Health and Suicide Support Services:** The following are just a few places you can access listings for local mental health services in your area. Please call or visit their websites for details.
- **National Suicide Prevention Lifeline:** 1 (800) 273-TALK (800-273-8255)
- **Mental Health America (MHA):** www.mentalhealthamerica.net 1-800-969-6642

- **Mental Health Services Locator:** www.mentalhealth.samhsa.gov/databases
- **American Foundation for Suicide Prevention** www.afsp.org
- **American Association for Suicide Prevention** www.suicidology.org
- **Center for Disease Control & Prevention** www.cdc.gov/ViolencePrevention/suicide
- **Healthy Place** - www.healthyplace.com
- **Jed Foundation** - www.jedfoundation.org
- **National Federation of Families for Children's Mental Health** www.ffcmh.org
- **National Alliance on Mental Illness (NAMI)** www.nami.org 1-800-950-NAMI (6264)
- **The Trevor Lifeline** - www.thetrevorproject.org 1-866-488-7386
- **National Institute of Mental Health (NIMH)** - www.nimh.nih.gov
- **Strength of US-** www.strengthofus.org
- **Substance Abuse and Mental Health Services Administration (SAMHSA)** www.samhsa.gov/prevention/suicide.aspx
- **Suicide Awareness Voices of Education (SAVE)** www.save.org
- **Suicide Prevention Action Network USA** - www.spanusa.org
- **Suicide Prevention Resource Center (SPRC)** - www.sprc.org

Book Resources for Parents: Mental Health and Resilience

- Beardslee, William. *Out of the Darkened Room: When a Parent is Depressed: Protecting the Children and Strengthening the Family.* 2002.
- Rapee, Ronald et al. *Helping your anxious child: A step by step guide.* 2000.
- Manassis, Katharina & Levac, Anne Marie. *Helping your teenager beat depression: A problem-solving approach for families.* 2004.
- Lezine, DeQuincy and Brent, David. *Eight Stories Up: An Adolescent Chooses Hope over Suicide.* 2008.
- Bourne, Edward. *The Anxiety & Phobia Workbook.* 2005.
- Riera, Michael. *Uncommon Sense for Parents with Teenagers.* 2004.
- Phelan, Thomas. *Surviving Your Adolescents: How to Manage and Let Go of Your 13-18 year olds.* 1998.

- Sachs, Brad. *The Good Enough Child: How to Have an Imperfect Family and Be Totally Satisfied*. 2001.
- Apter, Terri. *The Confident Child: Raising Children to Believe in Themselves*. 1997.
- Book Resources for Teens: Mental Health and Resilience
- Hipp, Earl. *Fighting Invisible Tigers: A Stress Management Guide for Teens*. 2008.
- Fox, Annie. *Too Stressed to Think? A Teen Guide to Staying Sane When Life Makes You Crazy*. 2005
- Seaward, Brian. *Hot Stones and Funny Bones: Teens Helping Teens Cope with Stress and Anger*. 2002.
- Espeland, Pamela. *Life Lists for Teens: Tips, Steps, Hints, and How-To's for Growing Up, Getting Along, Learning, and Having Fun*. 2003.
- Covey, Sean. *The 7 Habits of Highly Effective Teens*. 1998.
- Kay Redfield Jamison, *Night Falls Fast: Understanding Suicide*
- Andrew Slaby and Lili Frank Garfinkle, *No One Saw My Pain: Why Teens Kill Themselves*
- Beverly Cobain and Jean Larch, *Dying to Be Free: A Healing Guide for Families after a Suicide*
- Linda H. Kilburn, *Reaching Out After Suicide: What's Helpful and What's Not*
- Judith Herman, *Trauma and Recovery: The Aftermath of Violence—from Domestic Abuse to Political Terror*
- Laura Van Dernoot Lipsky and Connie Burk, *Trauma Stewardship: An Everyday Guide to Caring for Self While Caring for Others*
- Pema Chodron, *The Places that Scare You: A Guide to Fearlessness in Difficult Times*
- Pete Walker, *The Tao of fully feeling: Harvesting forgiveness out of blame*.
- Peter A. Levine, *Waking the Tiger: Healing Trauma*



Suspension and Expulsion Policy

Winship Community School is committed to promoting learning and protecting the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

The purpose of Winship Community School Governing Board approving this Suspension and Expulsion Policy is to accomplish the following:

1. Establish the Responsibility of the Charter School
2. Identify the Grounds for Suspension and Expulsion of Students
3. Identify Enumerated Offenses
4. Outline Suspension Procedures
5. Outline the Authority to Expel
6. Outline Expulsion Procedures
7. Outline Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
8. Identify the Record of Hearing
9. Identify the Presentation of Evidence
10. Outline the Written Notice to Expel
11. Outline the Maintenance of Disciplinary Records
- ~~12. Identify a Student's Right to Appeal~~
13. Outline Expelled Students/Alternative Education
14. Outline Rehabilitation Plans
15. Outline the Readmission Process

1. Responsibility of the Charter School: When the policy is violated, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent-Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing

the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

A student has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff. This right includes, but is not limited to, the right to be free from the use of a drug administered to the student in order to control the student's behavior or to restrict the student's freedom of movement, if that drug is not a standard treatment for the student's medical or psychiatric condition. School staff may use seclusion or a behavior restraint only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive. School staff shall avoid, whenever possible, the use of seclusion or behavioral restraint techniques.

School staff shall not do any of the following:

- Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
- Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
- Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
- Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. Additional detail follows below.

2. Grounds for Suspension and Expulsion of Students: A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any

time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

3. Enumerated Offenses:

- Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the student:
 - Caused, attempted to cause, or threatened to cause physical injury to another person.
 - Willfully used force of violence upon the person of another, except self-defense.
 - Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - Committed or attempted to commit robbery or extortion.
 - Caused or attempted to cause damage to school property or private property.
 - Stole or attempted to steal school property or private property (as used in this policy, “school property” includes, but is not limited to, electronic files and databases).
 - Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited, to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
 - Committed an obscene act or engaged in habitual profanity or vulgarity.
 - Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
 - Commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 8, inclusive, shall not be suspended for any of the acts specified above relating to disrupting school activities and willful defiance, and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, ~~288a~~ or 289, or former 288a, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work,

creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.

- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

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

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

2) “Electronic Act” means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - iv. An act of cyber sexual bullying. (48900(r)(2)(A)(iii).
 - (a) For purposes of this section, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
 - (b) Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
 - A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
 - Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:
 - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the student:
 - Caused, attempted to cause, or threatened to cause physical injury to another person.
 - Willfully used force of violence upon the person of another, except self-defense.

- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- ~~○ Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, ~~288a~~ or 289, or former 288a, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or

disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression or association with one or more of these actual or perceived characteristics. This policy applies to all acts related to school activity or school attendance occurring within the school.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of ~~that student's his or her~~ age, or for a person of ~~that student's his or her~~ age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on ~~that student's his or her~~ physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with ~~that student's his or her~~ academic performance.
 - iv. Causing a reasonable student to experience substantial interference with ~~that student's his or her~~ ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (c) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (d) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (e) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - iv. ~~An act of cyber sexual bullying. (48900(r)(2)(A)(iii)).~~
 - (a) ~~For purposes of this section, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.~~
 - (b) ~~Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.~~

- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.
- Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
 - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

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

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

4. Suspension Procedure: Suspensions shall be initiated according to the following procedures:

- Conference: Suspension shall be preceded, if possible, by a conference conducted by the Director or the Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

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

At the conference, the student shall be informed of the reason for the disciplinary action, ~~and~~ the evidence against ~~that student~~ ~~home or her~~, the other means of correction that were attempted

before the disciplinary action, and shall be given the opportunity to present that student's ~~his or her~~ version and evidence in his or her defense. This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

- Notice to Parents/Guardians: At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.
- Suspension Time Limits/Recommendation for Expulsion: Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Director or Director's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. **If such extended suspension exceeds 10 days, the following procedures shall be followed: 1) The Executive Director shall provide timely, written notice of the charges against the student and an explanation of the student's basic rights; 2) The School will provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel. At this hearing, it will be determined whether the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process pending the results of an expulsion hearing.**
- **Upon the request of a parent/guardian/educational rights holder/student, a teacher shall provide to a student in any of grades 1 to 12 who has been suspended from the School for two or more schooldays, the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation for the student's overall grade in the class.**

5. Authority to Expel: A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least

three members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

- 6. Expulsion Procedures:** Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Director or designee determines that the Student has committed an expellable offense.

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

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

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

- 7. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses:** The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence

regarding the sexual behavior of the complaining witness is not admissible for any purpose.

- 8. Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.
- 9. Presentation of Evidence:** While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

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

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

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

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

- 11. Disciplinary Records:** The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

~~**12. Right to Appeal:** Per AB-1360, a student being expelled or suspended will be provided "oral or written notice of the charges against the student," "an explanation of the evidence that supports the charges and an opportunity for the student to present his or her side of the story," and/or the opportunity for "a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has~~

~~a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate.” Moreover, for any non-voluntary removal, the student’s parent or guardian will be given written notice of intent to remove the student no less than 5 school days in advance, and the parent/guardian will be given the right to challenge the non-voluntary removal under the same procedures as an expulsion.~~

- 13. Expelled Students/Alternative Education:** Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.
- 14. Rehabilitation Plans:** Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the Charter School for readmission.
- 15. Readmission:** The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student’s readmission is also contingent upon the Charter School’s capacity at the time the student seeks readmission.



Field Trip Policy

The Governing Board of Winship Community School recognizes that school-sponsored trips are an important component of a student's development. These types of trips supplement and enrich the homeschooling and classroom learning experience. In addition, field trips encourage new interests among students, make them more aware of community resources, and help them relate their school experiences to the outside world. School-sponsored field trips may be conducted in connection with the Winship Community School's course of study or school-related social, educational, cultural, athletic, school band activities or other extracurricular or cocurricular activities.

The purpose of the Winship Community School Governing Board approving this Field Trip Policy is to accomplish the following:

1. Outline the Requirements for a Field Trip
2. Explain Supervision, Chaperone and Guest Policies
3. Explain Accommodation Options for Special Education Students
4. Identify Student and Family Responsibility While Attending Field Trips
5. Identify Transportation Options for Field Trip Attendance

- 1. Requirements for a Field Trip:** No field trips may be made to locations, activities, or programs where students will be treated unfairly based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, equal rights, and opportunities in the educational institutions of the state.

School-sponsored trips are those that are single-day, community based or those that are specifically approved by the Governing Board of Winship Community School (such as multi-day trips, or those costing the Winship Community School in excess of \$XXX per pupil). The Executive Director of Winship Community School shall establish a process for approving a staff member's request to conduct a school-sponsored trip that fall outside the limitations of this section. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, school and student expense, and transportation and supervision requirements. Executive Directors may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

All field trips are voluntary, and no student is required to attend any given field trip. A student's ability to attend any field trip is limited by the amount of enrichment funds available for that student.

The teacher of records is responsible for mapping out a child's field trip plan for the year to enhance the child's educational plan.

- 2. Field Trip Supervision:** Given the need for adequate supervision of the students attending school-sponsored trips and given the nature of the educational program offered by Winship Community School, if applicable, Winship Community School will pay for the costs of admission for one chaperone for each four (4) children in a family and enrolled in Winship Community School. If applicable, Winship Community School will pay for the costs of admission for an additional chaperone for additional children in a family and enrolled in Winship Community School in excess of four (up to eight). Children in a family means children living, part- or full-time, with a parent/guardian, irrespective of adoptive status or marital status of the parents/guardians. The funds used to pay for the chaperone as allowed in this paragraph shall be instructional funds available to each family.

Families are limited to one school-sponsored overnight field trip per year with admission paid for one chaperone using enrichment funds. Winship Community School will not provide the cost of admission for any chaperones for vendor trips and independent enrichment trips.

It is the responsibility of parents/guardians to ensure proper supervision over their children enrolled in Winship Community School at all times during a school-sponsored trip. Chaperones may take their own non-enrolled children (two years and older) as guests on appropriate school-sponsored trips, provided they assume full responsibility for their behavior and, with approval of the Executive Director.

The organizing teacher shall use a field trip attendance form to track attendance, emergency contact information, and identify any authorized adults to pick-up students afterhours, if applicable. Organizing teachers shall always have an emergency contact phone number for the Executive Director. If a serious discipline incident occurs during a field trip, the organizing teacher shall notify the Executive Director immediately. No student shall be sent home or separated from the school group without prior approval of the organizing teacher.

- 3. Accommodations:** If a family requires special accommodation due to a child's special education needs identified in the child's Individual Education Plan (IEP) or Section 504 plan, the family may request accommodation from the Executive Director.
- 4. Student and Family Responsibilities:** All persons making the field trip or excursion shall be deemed to have waived all claims against the Winship Community School or the State of California for injury, accident, illness or death occurring during or by reason of the field trip or excursion. All adults, parents and guardians taking any field trip or excursion shall sign a statement waiving all claims.

All students on a school-sponsored trip are under the jurisdiction of Winship Community School and shall be subject to school disciplinary rules and regulations.

Before a student can participate in a school-sponsored trip, the organizing teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities.

- 5. Transportation:** Parent(s)/guardian(s) are solely responsible for transporting their children to the location where the field trip starts. The organizing teacher will provide the location for the field trip, and the time to meet, to the parent(s)/guardian(s) once the field trip has been confirmed.

The organizing teacher shall use a field trip attendance form to track attendance, emergency contact information, and identify any authorized adults to pick-up students afterhours, if applicable. Organizing teachers shall always have an emergency contact phone number for the Executive Director. If a serious discipline incident occurs during a field trip, the organizing teacher shall notify the Executive Director immediately. No student shall be sent home or separated from the school group without prior approval of the organizing teacher.

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Winship Community School** ("School"), a California nonprofit public corporation **that operates a public charter school** and _____ ("Vendor").



RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

- a. Term: This Agreement shall be effective as of **[INSERT DATE]** ~~until June 30, 2020 (the "Initial Term").~~ **[INSERT DATE]**.
- b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under

the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e. Service Limitations: Vendor shall not serve a School student for more than twelve (12) core academic hours including math, language arts, social studies, science and world language during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities); excepting visual and performing arts, CTE pathways, robotics, and physical activities including dance, gymnastics, karate, and other similar activities, as approved by the supervising teacher.
- f. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.

- g. Prohibited Conflicts: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

- a. Enrichment Certificate: School requests Services from Vendor through **School's issuance of** an Enrichment Certificate. School is not responsible **to pay for any the** costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **[INSERT CONTACT INFORMATION]**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.

- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.
- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. ~~Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.~~

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.
- b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification. **Vendors shall implement safety policies and procedures related to emergency response and accident reporting reasonable for the Services.**
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. **Students shall not interact in one-on-one settings with Vendor (or its employees) without the School's express written permission.** Vendor may not transport students without School's express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must **immediately** notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. ~~If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.~~ If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.
- e. Reporting Bullying and Harassment Incidents to School: **To the fullest extent allowed by law, Vendor shall immediately notify School if it becomes aware of any incident of bullying, discrimination, harassment, or sexual harassment at Vendor's place of business, during Vendor's provision of Services, or otherwise involving School students, Vendor, or Vendor's employees, contractors, or agents in any way. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.**
- f. Training: **Vendor shall ensure its employees, contractors, or agents who interact with School students participate in sexual harassment prevention training before providing Services under this Agreement. Upon School's request, Vendor shall provide proof of compliance with this training requirement**

SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$500,000 personal & advertising injury
- c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior

written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement. **Vendor shall not use any Confidential Information (e.g., student or parent contact information) to market any products or services to School parents or students without School's express written permission.** Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.

- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

- a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.

- b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining

provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:

(Please fill in with your information)

Business: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

If to School:

[INSERT CONTACT]

Vendor Administrator

[INSERT ADDRESS]

[INSERT EMAIL ADDRESS]

[INSERT PHONE NUMBER]

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of

the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

WINSHIP COMMUNITY SCHOOL

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Detailed List of Vendor Services and Prices

*Anything not listed will not be approved

Services Offered:

Grade Level and Price:

\$ _____ Per _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

\$ _____ Per _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

\$ _____ Per _____

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

Cancellation & Refund Policy

Services that are not rendered are subject to a full refund. Refunds must be credited back to the school.

Name of Owner/Director: _____

Signature: _____ **Date:** _____