



## **Board of Trustees Policy Handbook**

**Adopted: 5/10/16**

This manual codifies the official policies of the Seacoast Charter School Board of Trustees and includes the administrative regulations associated with selected policies. School Board policies state positions adopted by the Board. These policies provide direction, control and/or management of its legal functions.

The goals of all policies are to present clear, concise, and distinct directives to the school's staff and to serve as a primary communication tool with the general public with specific attention to students, parents and/or guardians.

Adoption of new policies or revision of existing policies is solely the responsibility of the Board. Interested citizens, school employees, or members of the Board may submit proposals for new policies or revisions to current policies. Interested parties stated above should submit proposals to the Chair of the Board of Trustees.

It is the obligation of employees to familiarize themselves with and follow the Board policies. Employees are responsible for familiarizing themselves with and following all administrative regulations.

One should consider two basic points when using this manual: (1) the policies represent official positions of the Board, and (2) federal, state and local statutes drive the legal basis for these policies and regulations.

# TABLE OF CONTENTS

AA	School District Legal Status.....	5
AC	Non-Discrimination.....	6
ACE	Non-Discrimination on the Basis of Handicap: Disability.....	7
BBA	School Board Powers and Duties.....	8
BGF	Suspension of Policies.....	9
DAF	Subrecipient Monitoring and Management.....	10
DAF	Allowable Cost Determination.....	13
DAF-FERPA	Family Educational Rights and Privacy Act Annual Notice.....	17
DAF 3	Procurement.....	18
DAF 7	Travel Reimbursement.....	25
DAF 9	Time/Effort Reporting/Oversight.....	26
DB	Annual Budget.....	27
EBCD	Emergency Closings.....	28
EBCE	Delayed Opening.....	29
EEAAA	Audio and Video Recording in a Classroom.....	30
EEBB	Use of Private Vehicles to Transport Students.....	31
EGAD	Photocopying.....	32
EH	Public Use of School Records.....	33
EHB	Data/Records Retention.....	34
EHB-R	Records Retention Schedule.....	37
GADA	Prohibiting the Aiding and Abetting of Sexual Abuse.....	38
GBA	Equal Employment Opportunity.....	39
GBAA	Sexual Harassment and Sexual Violence (Support Services).....	40
GBB	Employee Involvement in Decision Making.....	43
GBCD	Background Investigation and Criminal Records Check.....	44
GBEA	Staff Conflict of Interest.....	46
GBEAB	Duty to Report.....	48
GBEB	Staff Ethics.....	49
GBEC	Drug-Free Workplace.....	50
GBJ	Personnel Records.....	53
GBJ-R	Personnel Records-Procedure.....	54
JBAA	Sexual Harassment and Sexual Violence (Students).....	55
JBAB	Transgender and Gender Non-Conforming Students.....	60
JEB	Age of Entrance.....	63
JF	Enrollment.....	64
JFAB-D	Admission of Homeless Students.....	68
JH	Attendance, Absenteeism, and Truancy.....	69
JICI	Gun Free Schools Act Policy.....	73
JICK	Pupil Safety and Violence Prevention-Prohibiting Bullying and Cyber-Bullying.....	74
JICL-R	Acceptable Internet Use Procedures - Students.....	79
JKAA	Limited Uses of Child Restraint Practices.....	85
JLF	Reporting of Suspected Abuse or Neglect.....	88
JLCB	Immunization.....	89
JLCD	Administering Medicines to Students.....	90
JLCF	Wellness.....	91
JLCF	Developmentally Appropriate Daily Physical Activity.....	92

JLDBB	Suicide Prevention and Response.....	93
KDD	News Media Relations.....	95
KE	Public Complaints.....	96
KHB	Advertising in the School.....	97
KI	Visitors to the School (PROTOCOL FOR ARRANGING VISITS).....	99

## SCHOOL DISTRICT LEGAL STATUS

The legal basis for education is vested in the will of the people as expressed in the Constitution of New Hampshire, the statutes pertaining to education, court interpretation of these laws, and the powers implied therein.

School policies are established by the appointed Board of Trustees, which serves as an agent of Seacoast Charter School. The Board of Trustees approves funds for school operating expenses.

The administration of the school is under the executive direction of the Head of School who works under the Board of Trustees policies and State Board of Education policies, rules and regulations.

*The majority of state laws on education are in RSA Chapters 186 through 200H.  
Specific state laws pertaining to charter school are in RSA Chapter 194-B.*

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**NON-DISCRIMINATION/EQUAL OPPORTUNITY**

It is the policy of the board to prohibit discrimination in employment, educational programs or activities in the school, on the basis of gender, sexual orientation, race, color, religion, nationality, ethnic origin, age, or disability.

Inquiries, complaints, and other communications relative to this policy and to the applicable laws and regulations concerned with non-discrimination shall be received by the head of school or his/her designee. This policy of non-discrimination is applicable to all employees or persons served by the Seacoast Charter School. Any complaints or alleged infractions of the policy, law or applicable regulations will be processed through the grievance procedure.

This policy implements PL 94-142, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, Title VI or VII of the Civil Rights act of 1964, Title IX of the Education Amendments of 1972, and the laws of New Hampshire pertaining to non-discrimination.

Notice of the school's policy on nondiscrimination in employment and education practices shall be published in the school board policy manual.

*Legal References:*

*RSA 354-A:6, Opportunity for Employment without Discrimination a Civil Right RSA 354-A:7, Unlawful Discriminatory Practices*

*The Age Discrimination in Employment Act of 1967*

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**NON-DISCRIMINATION ON THE BASIS OF HANDICAP:DISABILITY**

Seacoast Charter School provides the following Notice of Procedural Safeguards to parents/guardians and handicapped persons.

The school does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its programs and activities. The school provides a grievance procedure with appropriate due process rights. The Head of School is charged with coordinating efforts to comply with Section 504. The parent/guardian of students with handicaps or any person with handicaps may use the grievance procedure established by the Board.

Grievance Procedure

As the parent/guardian of a student with handicaps or as a person with handicaps, you have the right to notify the above designated employee with your complaint. The Head of School will make an initial response to the complainant within ten (10) days of receipt of complaint. The parties will informally attempt to work out their differences promptly and equitably. A written record of the resolution of the complaint should be made within ten (10) working days of completion.

If that effort fails, you may (a) request the Board places this matter on its agenda. This request shall be delivered to the Head of School. You may be represented by anyone of your choosing, may present information through documents and other evidence and witnesses, and may examine witnesses presented by the school.

Within ten (10) working days of either of the above options, a written record should be made of the decision.

All grievances should be sent in writing to the Head of School at 171 Watson Road, Dover, NH 03020. Further contact information can be found at [www.seacoastcharterschool](http://www.seacoastcharterschool). Phone number: (603) 842-5764.

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**BOARD OF TRUSTEES POWERS AND DUTIES**

The Board of Trustees exercise all the power and duties prescribed to them by applicable state and federal laws and rules of the State Board of Education.

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## **SUSPENSION OF POLICIES**

The policies of the Board are subject to suspension only upon a majority vote of the entire Board membership at a meeting in the call for which the proposed suspension has been described in writing, or upon a unanimous vote of the entire Board membership when no such written notice has been given.

Those Board policies, which pertain to the internal operations of the Board, are subject to suspension only upon a two-thirds vote of all members of the Board at a meeting in the call for which the proposed suspension has been described in writing, or upon a unanimous vote of the entire Board membership when no such written notice has been given.

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## **SUB-RECIPIENT MONITORING AND MANAGEMENT**

When entering agreements involving the expenditure or disbursements of federal grant funds, the School shall determine whether the recipient of such federal funds is a “contractor” or “subrecipient”, as those terms are defined in 2 CFR §200.23 and §200.93, respectively. See also guidance at 2 CFR §200.330 “Subrecipient and contractor determinations”. Generally, “subrecipients” are instrumental in implementing the applicable work program whereas a “contractor” provides goods and services for the District’s own use. Contractors will be subject to the School’s procurement and purchasing policies.

Under the UGG, the School is considered a “pass-through entity” in relation to its subrecipients, and as such requires that subrecipients comply with applicable terms and conditions (flow-down provisions). All subrecipients of Federal or State funds received through Seacoast Charter School are subject to the same Federal and State statutes, regulations, and award terms and conditions as Seacoast Charter School.

### **A. Sub-award Contents and Communication.**

In the execution of every sub-award, Seacoast Charter School will communicate the following information to the subrecipient and include the same information in the sub-award agreement.

1. Every sub-award will be clearly identified and include the following Federal award identification:
  - a) Subrecipient name
  - b) Subrecipient’s unique ID number (DUNS)
  - c) Federal Award ID Number (FAIN)
  - d) Federal award date
  - e) Period of performance start and end date
  - f) Amount of federal funds obligated
  - g) Amount of federal funds obligated to the subrecipient
  - h) Total amount of the Federal award
  - i) Total approved cost sharing or match required where applicable
  - j) Project description responsive to FFATA
  - k) Name of Federal awarding agency, pass through entity and contact information
  - l) CFDA number and name
  - m) Identification of the award is R&D
  - n) Indirect cost rate for the Federal award
2. Requirements imposed by Seacoast Charter School including statutes, regulations, and the terms and conditions of the Federal award.
3. Any additional requirements Seacoast Charter School deems necessary for financial or performance reporting of subrecipients as necessary.

4. An approved indirect cost rate negotiated between subrecipient and the Federal government or between the pass-through entity and subrecipient.
5. Requirements that the School and its auditors have access to the subrecipient records and financial statements.
6. Terms and conditions for closeout of the sub-award.

#### **B. Subrecipient Monitoring Procedures.**

The Head of School is responsible for having project managers monitor subrecipients. The School will monitor the activities of the subrecipient to ensure the sub-award is used for authorized purposes. The frequency of monitoring review will be specified in the sub-award and conducted concurrently with all invoice submission.

Subrecipient monitoring procedures include:

1. At the time of proposal, assess the potential of the subrecipient for programmatic, financial, and administrative suitability.
2. Evaluate each subrecipient's risk of noncompliance prior to executing a sub-award. In doing so, the School will assess the subrecipient:
  - a) Prior experience with the same or similar sub-awards.
  - b) Results of previous audits and single audit (if applicable).
  - c) New personnel or new or substantially changed systems.
  - d) The extent and results of Federal awarding agency monitoring.
3. Confirm the statement of work and review any non-standard terms and conditions of the sub-award during the negotiation process.
4. Monitor financial and programmatic progress and ability of the subrecipient to meet the objectives of the sub-award. To facilitate this review, subrecipients are required to submit sufficient invoice detail and a progress report. The School project managers will encourage subrecipients to submit regular invoices.
5. Invoices and progress reports will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.
6. In conducting regular oversight and monitoring, the School project managers will:
  - a) Verify invoices that include progress reports.
  - b) Review progress reports to ensure project is progressing appropriately and on schedule.
  - c) Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget.
  - d) Review invoice to ensure supporting documentation is included and invoices costs are within the scope of work for the projects being invoiced.
  - e) Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the subrecipient.
  - f) Review subrecipient match tasks for eligibility.
  - g) Initial the progress report and invoice confirming review and approval prior to payment.
  - h) Raise any concerns to the Superintendent and/or his/her designee.
7. The Head of School and/or his/her designee, upon recommendation from the project's manager, will approve the invoice payment and will initial invoices confirming review and approval prior to payment.
8. Payments will be withheld from subrecipients for the following reasons:

- a) Insufficient detail to support the costs billed;
  - b) Unallowable costs;
  - c) Ineligible costs; and/or
  - d) Incomplete work or work not completed in accordance with required specifications.
9. Verify every subrecipient is audited in accordance with 2 CFR §200 Subpart F – Audit Requirements.

**C. Subrecipient Project Files.** Subrecipient project files will contain, at a minimum, the following:

- a) Project proposal
- b) Project scope
- c) Progress reports
- d) Interim and final products
- e) Copies of other applicable project documents as required, such as copies of contracts or MOUs

**D. Audit Requirements**

All subrecipients are required to annually submit their audit and Single Audit report to the School for review to ensure the subrecipient has complied with good accounting practices and federal regulations. If a deficiency is identified, the School will:

1. Issue a management decision on audit findings pertaining to the Federal award.
2. Consider whether the results of audits or reviews indicate conditions that necessitate adjustments to pass through entity's own records.

**E. Methodology for Resolving Findings.**

The School will work with subrecipients to resolve any findings and deficiencies. To do so, the School may follow up on deficiencies identified through on-site reviews, provision of basic technical assistance, and other means of assistance as appropriate.

The School will only consider taking enforcement action against non-compliant subrecipients in accordance with 2 CFR 200.338 when noncompliance cannot be remedied. Enforcement may include taking any of the following actions as appropriate:

- a) Temporarily withhold cash payments pending correction of the deficiency
- b) Disallow all or part of the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the sub-award.
- d) Initiate suspension or debarment proceedings.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

**Legal References:**

42 USC 1751 – 66 National School Lunch Act, 2 C.F.R. Part 18, 2 C.F.R. Part 200, 200.0 – 200.99; 200.305; 200.313(d); 200.317-.326; 200.403-.406; 200.413(a)-(c); 200.430; 200.431; 200.458; 200.474(b), 200 Appendix II, 7 CFR Part 21, 210.16; 210.19; 210.21; 215.14a; 220.16

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## **ALLOWABLE COST DETERMINATION**

The Head of School is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives and the specific terms and conditions of the grant award.

A. Cost Principles: Except whether otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

1. Be “necessary” and “reasonable” for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

a. To determine whether a cost is “reasonable”, consideration shall be given to:

- i. whether a cost is a type generally recognized as ordinary and necessary for the operation of the school or the proper and efficient performance of the Federal award;
- ii. the restraints or requirements imposed by such factors as sound business practices, arm’s length bargaining, Federal, State, local, tribal and other laws and regulations;
- iii. market prices for comparable goods or services for the geographic area;
- iv. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
- v. whether the cost represents any significant deviation from the established practices or Board policy which may increase the expense. While Federal regulations do not provide specific descriptions of what satisfied the “necessary” element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the school can demonstrate that the cost addresses an existing need and can prove it.

b. When determining whether a cost is “necessary”, consideration may be given to whether:

- i. the cost is needed for the proper and efficient performance of the grant program;
- ii. the cost is identified in the approved budget or application;
- iii. there is an educational benefit associated with the cost;
- iv. the cost aligns with identified needs based on results and findings from a needs assessment; and/or
- v. the cost addresses program goals and objectives and is based on program data.

c. A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.

2. Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award.

3. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the school.

4. Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
5. Be determined in accordance with generally accepted accounting principles.
6. Be representative of actual cost, net of all applicable credits or offsets.

The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to/or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

7. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

8. Be adequately documented:

- a. in the case of personal services, the Head of School shall implement a system for school personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;
- b. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

B. Selected Items of Cost: Seacoast Charter School shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, school staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, school and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and school personnel shall follow those rules as well.

C. Cost Compliance: The Head of School shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

D. Determining Whether A Cost is Direct or Indirect

1. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.).

2. “Indirect costs” are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefited; without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the School, the governing body of the School, compensation of the Head of School, compensation of the chief executive officer of any component of the school, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all the following conditions are met:

- a. Administrative or clerical services are integral to a project or activity.
- b. Individuals involved can be specifically identified with the project or activity.
- c. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
- d. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by NHDOE or the pass-through entity (Federal funds subject to 2 C.F.R Part 200 pertaining to determining indirect cost allocation).

E. Timely Obligation of Funds: Obligations are orders placed for property and services, contracts and sub awards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

The following are examples of when funds are determined to be “obligated” under applicable regulation of the U.S. Department of Education:

When the obligation is for:

1. Acquisition of property – on the date which the School makes a binding written commitment to acquire the property.
2. Personal services by an employee of the School – when the services are performed.
3. Personal services by a contractor who is not an employee of the School – on the date which the School makes a binding written commitment to obtain the services.
4. Public utility services – when the School received the services.
5. Travel – when the travel is taken.
6. Rental of property – when the School uses the property.
7. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E – Cost Principles – on the first day of the project period.

F. Period of Performance: All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (“GAN”). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period of carry over. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is substantially approved, unless an agreement exists with NHDOE or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the School shall liquidate all obligations incurred under the award not later than forty-five (45) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate time frame are said to lapse and shall be returned to the awarding agency.

Consistently, Seacoast Charter School shall closely monitor grant spending throughout the grant cycle.

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**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ANNUAL NOTICE**

The Family Educational Rights and Privacy Act (FERPA) affords parents/legal guardians, and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Parents/legal guardians or eligible students should submit to the Head of School a written request that identifies the record(s) they wish to inspect. The Head of School or his/her designee will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes is inaccurate or misleading. Parents/ legal guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the Head of School, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical or educational consultant, education provider or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records, such as an attorney, auditor, medical consultant, or therapist; a parent/guardian or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent/guardian, student, or other volunteer assisting another school official in performing his or her tasks. Additionally, the School may disclose personally identifiable information to contractors of software or other computer or Internet resources that are used by the School to provide online educational tools and supports for its students. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.
4. Upon request, the School discloses education records without consent to officials of schools in which a student seeks or intends to enroll.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5901

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**PROCUREMENT**

All purchases for property and services made using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the Uniform Guidance, and the School’s written policies and procedures.

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, District policies, and procedures.

The Head of School shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The School shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall also conform to the provisions of the School’s documented general purchase Policies DJF and DJG.

The School avoids situations that unnecessarily restrict competition and avoids acquisition of unnecessary or duplicative items. Individuals or organizations that develop or draft specifications, requirements, statements of work, and/or invitations for bids, requests for proposals, or invitations to negotiate, are excluded from competing for such purchases. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made to lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

Contracts are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration is given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. No contract is awarded to a contractor who is suspended or debarred from eligibility for participation in federal assistance programs or activities.

Purchasing records are sufficiently maintained to detail the history of all procurements and must include at least the rationale for the method of procurement, selection of contract type, and contractor selection or rejection; the basis for the contract price; and verification that the contractor is not suspended or debarred.

To foster greater economy and efficiency, the School may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

**A. Competition:** All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the School shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

1. unreasonable requirements on firms in order for them to qualify to do business;
2. unnecessary experience and excessive bonding requirements;
3. noncompetitive contracts to consultants that are on retainer contracts;

4. organizational conflicts of interest;

5. specification of only a “brand name” product instead of allowing for an “or equal” product to be offered and describing the performance or other relevant requirements of the procurement; and/or

6. any arbitrary action in the procurement process.

Further, Seacoast Charter School does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; (2) the School is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the School uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list must include enough qualified sources as to ensure maximum open and free competition. The School allows vendors to apply for consideration to be placed on the list as requested.

**B. Solicitation Language:** The School shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

**C. Procurement Methods:** The School shall utilize the following methods of procurement:

1. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the School shall distribute micro-purchase equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Head of School considers the price to be reasonable. The School maintains evidence of this reasonableness in the records of all purchases made by this method.

2. Small Purchases (Simplified Acquisition)

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$250,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

3. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$250,000.

a. In order for sealed bidding to be feasible, the following conditions shall be present:

i. a complete, adequate, and realistic specification or purchase description is available;

ii. two (2) or more responsible bidders are willing and able to compete effectively for the business; and

iii. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

b. When sealed bids are used, the following requirements apply:

i. Bids shall be solicited in accordance with the provisions of State law. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.

ii. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.

iii. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.

v. The Board reserves the right to reject any and all bids for sound documented reason.

vi. Bid protests shall be handled pursuant to the process set forth in DAF-3.I.

#### 4. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one sources submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

a. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical.

b. Proposals shall be solicited from an adequate number of sources.

c. The School shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The School may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

#### 5. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

a. the item is available only for a single source;

b. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

c. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the School; and/or

d. after solicitation of a number of sources, competition is determined to be inadequate.

**D. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms:** The District must take necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**E. Contract/Price Analysis:** The School shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000 (i.e., the Simplified Acquisition/Small Purchase limit), including contract modifications. (See 2 CFR 200.323(a)). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the School shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the School shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

**F. Time and Materials Contracts:** The School shall use a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the School is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the School sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the School shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls, and otherwise performs in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**G. Suspension and Disbarment:** The School will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the School and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the School shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance/ and (4) financial and technical resources.

The Head of School shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The School is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the School that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (See 2 CFR Part 180 Subpart G).

Debarment is an action taken by the Head of School to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (See 2 CFR Part 180 Subpart H).

The School shall not subcontract with or award sub-grants to any person or company who is debarred or suspended. For contracts over \$25,000 the School shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management ("SAM"), which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov) (which replaced the former Excluded Parties List System or EPLS); or collecting a certification from the vendor. (See 2 CFR Part 180 Sub part C).

Documentation that debarment/suspension was queried must be retained for each covered transaction. This documentation should include the date(s) queried and copy(ies) of the SAM result report/screenshot, or a copy of the or certification from the vendor. It should be attached to the payment backup and retained for future audit review.

#### **H. Additional Requirements for Procurement Contracts Using Federal Funds:**

1. For any contract using Federal funds under which the contract amount exceeds the upper limit for Simplified Acquisition/Small Purchases (see DAF-3.C.2), the contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties. (See 2 CFR 200, Appendix II(A)).
2. For any contract using Federal funds under which the contract amount exceeds \$10,000, it must address the School's authority to terminate the contract for cause and for convenience, including the manner by which termination will be affected and the basis for settlement. (See 2 CFR 200, Appendix II(B)).
3. For any contract using Federal funds under which the contract amount exceeds \$150,000, the contract must include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act. (See 2 CFR 200, Appendix II(G)).
4. For any contract using Federal funds under which the contract exceeds \$100,000, the contract must include an anti-lobbying clause, and require bidders to submit Anti-Lobbying Certification as required under 2 CFR 200, Appendix II (J).
5. For each contract using Federal funds and for which there is no price competition, and for each Federal fund contract in which a cost analysis is performed, the School..... shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work. (See 2 CFR 200.323(b)).

**I. Bid Protest:** The School maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Head of School shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

**J. Maintenance of Procurement Records:** The School shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and records regarding disbarment/suspension queries or actions.

#### **DAF-4 PROCUREMENT – ADDITIONAL PROVISIONS PERTINENT TO FOOD SERVICE PROGRAM**

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR Sec. 210.21, 215.14a, 220.16)

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received

by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

2. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

4. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;

5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

**B. Contracts with Food Service Management Companies:** Procedures for selecting and contracting with a food service management company shall comply with guidance provided by the NHDOE, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts.

#### **C. "Buy American" Requirement:**

Under the "Buy American" provision of the National School Lunch Act (the "NSLA"), school food authorities (SFAs) are required to purchase, to the maximum extent practicable, domestic commodity or product. As an SFA, the District is required to comply with the "Buy American" procurement standards set forth in 7 CFR Part 210.21(d) when purchasing commercial food products served in the school meals programs. This requirement applies whether the District is purchasing the products directly or when the products are purchased by third parties on the District's behalf (e.g., food service management companies, group purchasing cooperatives, shared purchasing, etc.).

Under the NSLA, “domestic commodity or product” is defined as an agricultural commodity or product that is produced or processed in the United States using “substantial” agricultural commodities that are produced in the United States. For purposes of the act, “substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowable under this provision as territories of the United States.

1. Exceptions: The two main exceptions to the Buy American requirements are:

- a) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- b) Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

2. Steps to Comply with Buy American Requirements: In order to help assure that the School remains in compliance with the Buy American requirement, the Superintendent and/or his/her designee, shall

- a) Include a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc.);
- b) Monitor contractor performance;
- c) Require suppliers to certify the origin of the product;
- d) Examine product packaging for identification of the country of origin; and
- e) Require suppliers to provide specific information about the percentage of U.S. content in food products annually.

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**TRAVEL REIMBURSEMENT**

The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.

For purposes of this policy, "travel costs" shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.

School officials and district employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.

The validity of payments for travel costs for all school employees and school officials shall be determined by the Head of School and/or his/her designee.

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district's non-federally funded activities, and in accordance with the district's travel reimbursement policies and administrative regulations.

Mileage reimbursements shall be at the rate approved by the Board or Board policy for other district travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by Board policy, or, in the absence of such a policy, the federal General Services Administration for federal employees for locale where incurred.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.

In addition, for any costs that are charged directly to the federal award, the Head of School and/or his/her designee shall maintain sufficient records to justify that:

- A. Participation of the individual is necessary to the federal award.
- B. The costs are reasonable and consistent with Board policy.

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**TIME-EFFORT REPORTING/OVERSIGHT**

The Head of School will establish sufficient oversight of the operations of federally supported activities to assure compliance with applicable federal requirements and to ensure that program objectives established by the awarding agency are being achieved. The School will submit all reports as required by federal or state authorities.

As a recipient of Federal funds, Seacoast Charter School shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify the compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

**A. Compensation:** Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 CFR 200.431 Compensation – fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

1. is reasonable for the services rendered, conforms to the School’s established written policy, and is consistently applied to both Federal and non-Federal activities; and
2. follows an appointment made in accordance with the School’s written policies and meets the requirements of Federal statute, where applicable.

**B. Time and Effort Reports:** Time and effort reports shall:

1. be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. be incorporated into the official records of the School;
3. reasonably reflect the total activity for which the employee is compensated by the School, not exceeding 100% of the compensated activities;
4. encompass both Federally assisted and other activities compensated by the School on an integrated basis;
5. comply with the School’s established accounting policies and practices;
6. support the distribution of the employee’s salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

Seacoast Charter School will also follow any time and effort requirements imposed by NHDOE or other pass-through entity as appropriate to the extent that they are more restrictive than the Federal requirements. The Head of School and/or his/her designee is responsible for the collection and retention of employee time and effort reports. Individually reported data will be made available only to authorized auditors or as required by law.

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**ANNUAL BUDGET**

The Board of Trustees is responsible for approving an annual budget. The budget will be created with input from the Head of School, Faculty, Staff and the BOT Treasurer.

DATE:  
Adopted: 5/10/16  
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### EMERGENCY CLOSINGS

The Head of School is empowered to close the SCS or to dismiss students and staff early in the event of hazardous weather or other emergencies, which threaten the health or safety of students and personnel. In making the decision to close schools, the Head of School shall consider many factors, including the following:

1. Weather conditions, both existing and predicted.
2. Driving, traffic, and parking conditions.
3. Actual occurrence or imminent possibility of any emergency condition which would make the operation of schools difficult or dangerous.
4. Inability of teaching personnel to report for duty, which might result in inadequate supervision of students.

Students, parents, and staff shall be informed early in each school year of the procedures which will be used to notify them in case of emergency closing.

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**DELAYED OPENING**

A delayed opening procedure will be followed for reasons of inclement weather in the early morning hours, unplowed roads or school parking areas, heat or water problems in a particular building, etc. The time schedule will be delayed two hours.

Lunches will be served.

Dismissal will be at the regular time.

Students, parents, and staff shall be informed early in each school year of the procedures which will be used to notify them in case of emergency closing, whether action is taken before or during school hours.

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Cancellation:

*Category: Priority/Required by Law*

**AUDIO AND VIDEO RECORDING IN A CLASSROOM**

Recording equipment will be placed in classrooms only after Board approval following a public hearing. The administration must receive written permission and consent from the classroom teacher and the parents/guardians of all students within the classroom prior to the use of recording equipment within the classroom.

*Statutory Reference:*

*RSA189:68 IV*

DATE:  
Adopted: 5/10/16  
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Cancellation:

**USE OF PRIVATE VEHICLES TO TRANSPORT STUDENTS**

The Board recognizes the educational value of student involvement in community service as well as learning opportunities available within the area. In order to take advantage of these educational opportunities it may be necessary at times for groups of students to be transported by staff members or parents in private vehicles.

Use of private vehicles for transportation of students to or from school will be allowed under the following guidelines:

1. Any use of private vehicles for transportation of students to or from school on field trips, athletic events, community service or other school functions, must have prior authorization by the Head of School or her/his designee.
2. Any employee or private citizen using their own or a rented vehicle to provide school-authorized transportation must complete an Agreement to Transport Students form which will be maintained on file by the office manager.
3. Those providing transportation on an incidental basis, i.e., not specifically as part of a contract to transport, must have a valid driver's license, a vehicle which has a current inspection sticker, and proof of insurance. A commercial license is required for any vehicle that has a capacity of 16 or more.
4. All parental permission slips for trips will indicate the means of transportation.

DATE:  
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*Category: Priority/Required by Law*

**PHOTOCOPYING**

Photocopying equipment owned by the Seacoast Charter School may be used only for official school purposes.

Photocopying of any appropriate Seacoast Charter School documents requested by the general public will be provided at .25 per page.

Appropriate student records requested by another school upon transfer of a Seacoast Charter School student will be provided without charge.

One copy of all appropriate education records will be provided to a student's parent(s) or legal guardian(s) without charge.

Copies of any appropriate students' records, both regular and special education (after the first copy) will be provided at .15 per page to a student's parent(s) or legal guardian(s).

Only those documents appropriate for release under RSA-91:A, The Freedom of Information Act, The Buckley Amendment, the Education of the Handicapped Act, P.O. 94-145, and other pertinent regulations will be photocopied

DATE:  
Adopted: 5/10/16  
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Cancellation:

*Category: Priority/Required by Law*

**PUBLIC USE OF SCHOOL RECORDS**

The Head of School is hereby designated as custodian of all records, minutes, documents, writings, letters, memoranda, and any other written, typed, copied, or developed materials possessed, assembled, or maintained by Seacoast Charter School.

1. All requests for public information are to be forwarded to the Head of School, or his/her designee, immediately upon receipt. The Head of School or designee shall thereupon make a determination as to whether or not the information requested is public in nature. If public, the Head of School or designee shall provide the information in a timely manner which does not disrupt the operation of the SCS office.

2. In accordance with RSA 91-A:4, if the Head of School or designee finds the information to be public in nature, he or she shall direct that it be reproduced on the premises. The party requesting the information can be charged the cost of reproduction and any other expenses entailed in locating and retrieving the information. If the information is in active use or otherwise unavailable, the party requesting the information will be notified upon it becoming available.

3. If the Head of School or designee finds the information not to be public in nature, he or she shall so inform the requesting party that the information is not a public record.

4. If the Head of School or designee is unable to ascertain whether or not the information requested is public in nature, he or she is hereby authorized to request, on behalf of the School Board, an opinion from the School Board's Attorney as to the nature of the information. Such opinion requests will be made within ten (10) days of the original request for the information. The Head of School or designee shall notify the person requesting such information that an opinion is to be requested of the attorney and shall notify the requestor upon receipt of an answer from the School Board's Attorney.

*Legal Reference:*

*RSA 91-A:4, Minutes and Records Available for Public Inspection*

*NH Code of Administrative Rules - Section Ed. 306.04(a)(4), Records Retention*

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Adopted: 5/10/16  
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## **DATA/RECORDS RETENTION**

The Head of School shall develop procedures for a records retention system that is in compliance with RSA 189:29-a and Department of Education regulations. The procedures should ensure that all pertinent records are stored safely and are stored for such durations as are required by law. Additionally, the Head of School shall develop procedures necessary to protect individual rights and preserve confidential information.

In general, records document the use of funds, compliance with program and fiscal requirements, and the performance of the grant.

Seacoast Charter School maintains all records that fully show:

- (1) the amount of funds under the grant or subgrant;
  - (2) how the subgrantee uses those funds;
  - (3) the total cost of each project;
  - (4) the share of the total cost of each project provided from other sources;
  - (5) other records to facilitate an effective audit; and
  - (6) other records to show compliance with federal program requirements. 34 CFR §§76.730-.731 and §§75.730-.731.
- The LEA also maintains records of significant project experiences and results. 34 CFR §75.732. These records and accounts must be retained and made available for programmatic or financial audit.

The U.S. Department of Education is authorized to recover any federal funds misspent within five years before the receipt of a program determination letter. 34 CFR §81.31(c). Consequently, records should be maintained for a minimum of five (5) years. SCS's policy is to maintain all records related to federal awards for five years past the final expenditure reporting date, or closing of any open audit or litigation, whichever is later.

### ***Start Date for Retention Periods***

According to 2 CFR §200.333, the retention period of financial records, supporting documents, statistical records, and all other SCS records pertinent to a Federal award begins from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report, respectively, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

### ***Requests for Transfer of Records 2 CFR §200.334***

If the Federal awarding agency determines that certain records possess long-term retention value, it may request that SCS transfer records to its custody. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for SCS to retain any records that are continuously needed for joint use.

SCS will comply with instructions from the Federal awarding agency, as applicable.

### ***Access to Records 2 CFR §200.336***

The LEA provides the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives the right of access to any documents, papers, or other records of SCS which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to SCS's personnel for the purpose of interview and discussion related to such documents.

### ***Privacy and Restrictions on Public Access to Records 2 CFR §200.337***

According to 2 CFR §200.337, no Federal awarding agency may place restrictions on the LEA that limit public access to the records of the LEA pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (FOIA).

The Freedom of Information Act (FOIA) does not apply to those records that remain under an LEA's control except as required under 2 CFR §200.315 Intangible Property. Unless required by Federal, state, or local statute, LEAs are not required to permit public access to their records. The LEA's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

SCS employees are trained on the requirements of the Family Educational Rights and Privacy Act (FERPA). If a document is legally requested that contains protected information, that information will be redacted.

The Head of School or designee and the Office Manager oversee this policy and comply with the Records Retention requirements.

### ***Documents Subject to Record Retention Policy***

The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

### ***Record Format***

In accordance with 2 CFR §200.335, SCS, whenever practicable, will collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper.

When original records are electronic and cannot be altered, there is no need or requirement to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

### ***Legal References:***

*RSA 91-A, Right to Know Law*

*RSA 189:29-a, Records Retention and Disposition*

*NH Code of Administrative Rules, Section Ed. 306.04 (a)(4), Records Retention NH Code of Administrative Rules, Section Ed 306.04(h), Records Retention*

*20 U.S.C. 1232g, Family Educational Rights and Privacy Act (FERPA) Appendix EHB-R, Records Retention Schedule*

*2 CFR §200.335 Federal Grant Requirements*

*2 CFR §200.315 Intangible Property*

DATE: 2/2020

Adopted: 5/10/2016

Reviewed: 2/2020

Revised: 2/2020

Cancellation:

*Category: Priority/Required by Law*

**RECORDS RETENTION SCHEDULE**

**TYPE OF RECORD LOCAL STATE FEDERAL**

**Business Records:**

**Accident:**

Employee.....	6 yrs.
Student.....	6 yrs (after age of maturity for suit)
Annual Audit.....	6 yrs
Application for Fed Grants....	6 yrs
Annual Budget.....	6 yrs
Employee Contracts.....	3 yrs
Correspondence to Board....	3 yrs
Board Meeting Minutes.....	Permanent

**Enrollment Reports:**

Fall Reports.....	Permanent
Student Registers.....	Permanent
School Opening Reports.....	Permanent
FICA Reports – Monthly.....	6 yrs
Form C-2 Unemployment Wage Report (DES 100).....	6 yrs
Financial Report.....	Permanent
Medical Benefits Application..	1 yr
Monthly Reconciliations.....	1 yr
W-2's Yearly.....	6 yrs
W-4 Withholding Certif.....	6 yrs
941-E Quarterly Taxes.....	6 yrs

**Personnel Records:**

**Applications, Resumes, Transcripts:**

Employment.....	3 yrs or, term of employment ---
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**Student Records:**

Progress.....	Permanent
Attendance.....	Permanent
Test Scores (standardized)....	Permanent
Academic.....	Permanent
Medical/Health Forms.....	Permanent

**Special Needs Student Records Permanent**

DATE:  
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**PROHIBITING THE AIDING AND ABETTING OF SEXUAL ABUSE**

Seacoast Charter School shall act in good faith when providing employment references and verification of employment for current and former employees.

SCS and its employees, contractors, and agents, are prohibited from providing a recommendation of employment, and/or from otherwise assisting any school employee, contractor, or agent in obtaining a new position or other employment if he/she or the school has knowledge of, or probable cause to believe that the other employee, contractor, or agent (“alleged perpetrator”) engaged in illegal sexual misconduct with a minor or student. This prohibition does not include the routine transmission of administrative and personnel files.

In addition, this prohibition does not apply if:

1. The information giving rise to probable cause has been properly reported to a law enforcement agency with jurisdiction;
2. The information giving rise to probable cause has been reported to any other authorities as required by local, state or federal law (for instance New Hampshire Division of Children, Youth and Families “DCYF”), and
3. At least one of the following conditions applies:
  - a. The matter has been officially closed;
  - b. The school officials have been notified by the prosecutor or police after an investigation that there is insufficient information for them to proceed;
  - c. The school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated; or
  - d. The case or investigation remains open and there have been no charges filed against or indictment of the school employee, contractor, or agent within four years of the date on which the information was reported to a law enforcement agency.

**Legal References:**

20 U.S.C. 7926(a) (§8546(a) of the Elementary and Secondary Education Act/Every Student Succeeds Act

DATE: 2/2020  
Adopted:  
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*Category: Priority/Required by Law*

**EQUAL EMPLOYMENT OPPORTUNITY**

Seacoast Charter School (SCS) will recruit and consider candidates without regard to gender, sexual orientation, race, color, religion, nationality, ethnic origin, age, or disability. When there are opportunities for promotions and qualifications are equal, consideration will be given first to employees.

SCS will employ individuals who meet the physical and mental requirements, and who have the education, training, and experience established as necessary for the performance of the job without regard to gender, sexual orientation, race, color, religion, nationality, ethnic origin, age, or disability, except for reasons related to ability to perform the requirements of the job.

Inquiries, complaints, and other communications relative to this policy and to the applicable laws and regulations concerned with non-discrimination shall be received by the Head of School or his/her designee. This policy of non-discrimination is applicable to all persons employed or served by SCS. Any complaints or alleged infractions of the policy, law or applicable regulations will be processed through the grievance procedure. This policy implements PL 94-142, Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act, Title VI or VII or the Civil Rights act of 1964, Title IX of the Education Amendments of 1972, and the laws of New Hampshire pertaining to non-discrimination.

*Statutory Reference:*  
*RSA 354-A:7*

DATE:  
Adopted: 5/10/16  
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## **SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

### **I. GENERAL STATEMENT OF POLICY**

Sexual harassment is a form of sex discrimination which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq., and Title IX. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose. It is the policy of Seacoast Charter School (SCS) to maintain a learning and working environment that is free from sexual harassment and sexual violence. SCS prohibits any form of sexual harassment and sexual violence. It shall be a violation of this policy for any student or employee to harass a student or an employee through conduct or communication of a sexual nature as defined by this policy. It shall be a violation of this policy for any student or employee to be sexually violent to a student or employee. SCS will act to investigate all complaints, either formal or informal, verbal or written, of sexual harassment or sexual violence and to discipline any student or employee who sexually harasses or is sexually violent to a student or employee of SCS.

### **II. SEXUAL HARASSMENT/SEXUAL VIOLENCE DEFINED**

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or education environment.

Any sexual harassment as defined when perpetrated on any student or employee by any student or employee will be treated as sexual harassment under this policy.

Sexual harassment may include but is not limited to:

1. verbal harassment and/or abuse of a sexual nature;
2. subtle pressure for sexual activity;
3. inappropriate patting or pinching;
4. intentional brushing against a student's or an employee's body;
5. demanding sexual favor accompanied by implied or overt threats concerning an individual's employment or educational status;
6. demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status;
7. any sexually motivated unwelcome touching; or
8. sexual violence which is a physical act of aggression that includes a sexual act or sexual purpose.

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**SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

*(continued)*

**III. REPORTING PROCEDURES**

Any person who believes he or she has been the victim of sexual harassment or sexual violence by a student or an employee of SCS, or any third person with knowledge or belief of conduct which may constitute sexual harassment or sexual violence should report the alleged acts immediately to an appropriate SCS official as designated by this policy. SCS encourages the reporting party or complainant to use the report form available from the Head of School.

1. **The Head of School** is the person responsible for receiving oral or written reports of sexual harassment or sexual violence at the building level. Upon receipt of a report, the Head of School must notify the SCS Board of Trustees immediately without screening or investigating the report. If the report was given verbally, the Head of School shall reduce it to written form within 24 hours and forward it to the SCS Board of Trustees. If the complaint involves the Head of School, the complaint shall be filed directly with the SCS Board of Trustees.
2. **Human Rights Officer** for SCS is the Head of School. This will be conspicuously posted in the school including a mailing address and telephone number.
3. **Submission of a complaint** or report of sexual harassment or sexual violence will not affect the individual's future employment, grades or work assignments.
4. **Use of formal reporting forms** is not mandatory. The Head of School will respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school's legal obligations and the necessity to investigate allegations of sexual harassment and sexual violence and take disciplinary action when the conduct has occurred.

**IV. INVESTIGATION AND RECOMMENDATION**

By authority of the SCS Board of Trustees, the Human Rights Officer, upon receipt of a report or complaint alleging sexual harassment or sexual violence shall immediately authorize an investigation. This investigation may be conducted by SCS officials or by a third party designated by the Board of Trustees or Head of School. The investigating party shall provide a written report of the status of the investigation within 10 working days to the SCS Board of Trustees. In determining whether alleged conduct constitutes sexual harassment or sexual violence, the Head of School and SCS Board of Trustees should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes sexual harassment or sexual violence requires a determination based on all the facts and surrounding circumstances. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator. In addition, the Head of School may take

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**SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

*(continued)*

immediate steps, at its discretion, to protect the complainant, students and employees pending completion of an investigation of alleged sexual harassment or sexual violence.

**V. Head of School/Board of Trustees ACTION**

1. Upon receipt of a recommendation that the complaint is valid, the Head of School and/or SCS Board of Trustees will take such action as appropriate based on the results of the investigation.
2. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the Head of School. The report will document any disciplinary action taken as a result of the complaint.

**VI. REPRISAL**

The Head of School will discipline any individual who retaliates against any person who reports alleged sexual harassment or sexual violence or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a sexual harassment or sexual violence complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

**VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Commissioner of Education, initiating civil action or seeking redress under state criminal statutes and/or federal law.

**VIII. SEXUAL HARASSMENT OF SEXUAL VIOLENCE AS SEXUAL ABUSE**

Under certain circumstances, sexual harassment or sexual violence may constitute sexual abuse under New Hampshire Law. In such situations, the Head of School shall comply with said law. Nothing in this policy will prohibit the Head of School from taking immediate action to protect victims of alleged sexual abuse.

**IX. DISCIPLINE**

The Head of School will take such disciplinary action she/he deems necessary and appropriate, including warning, suspension or immediate discharge to end sexual harassment and sexual violence and prevent its recurrence.

**X. BY-PASS OF POLICY**

Any individual with a sexual harassment complaint may choose to bypass this Policy and accompanying regulation and proceed directly to: N.H. Commission on Human Rights or Office of Civil Rights.

*Administrative Rules: ED 303.01(j)*

<p>DATE:          Adopted: 5/10/16          Reviewed:          Revised:          Cancellation:</p>
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**EMPLOYEE INVOLVEMENT IN DECISION MAKING**

The Head of School and Board of Trustees shall establish channels for open communications with employees for ideas regarding the operation of Schools. The Head of School and Board of Trustees may involve professional and support staff employees for the ready intercommunication of ideas regarding the operation of the Schools. The Head of School and Board of Trustees will consider with care the counsel given by employees when appropriate. The Head of School shall inform the Board of all such employee counsel in presenting reports of administrative action and in presenting recommendations for Board action.

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## **BACKGROUND INVESTIGATION AND CRIMINAL RECORDS CHECK (MANDATORY)**

### Background Investigation

The Head of School, or his/her designee, shall conduct a thorough investigation into the past employment history, and other applicable background, of any person considered for employment with Seacoast Charter School. This investigation shall be completed prior to making an offer of employment. The Head of School shall develop a background investigation protocol for use in completing a background investigation and shall keep a written record of all background investigation which have been done.

As part of the application process, each applicant for a position shall be asked whether he/she has ever been convicted of a crime and whether there are any criminal charges pending against him/her at the time of application. The falsification or omission of any information on a job application or in a job interview, including, not limited to, information concerning criminal convictions or pending criminal charges, shall be grounds for disqualification from consideration for employment or immediate discharge from employment.

### Criminal Records Check

Each person considered for employment by the Board whose duties require regular contact with pupils must submit to a state and FBI Criminal Records Check. Volunteers may be required to have a Criminal Records Check. Persons regularly in contact with students means a person or persons who, in the performance of his/her duties, (1) comes in direct contact with pupils on a daily basis for any period of time, (2) meets regularly, e.g., once or twice a week, with teacher, (3) a substitute teacher who comes in direct contact with pupils on a limited basis, or (4) any other persons whom the Head of School believes, by virtue of their duties and contact with students, should appropriately undergo a Criminal Records Check.

The Head of School is responsible for establishing all necessary internal procedures relative to the initiation and completion of the State and FBI Criminal Records Check.

### Conditional Employment

Persons who have been selected for employment may be hired on a conditional basis, pending a successful completion of the State and FBI criminal Records Check. No selected applicant for employment shall be extended a conditional offer of employment until the Head of School, or his/her designee, has initiated the formal state and FBI Criminal Records Check process and has completed a background investigation.

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**BACKGROUND INVESTIGATION AND CRIMINAL RECORDS CHECK (MANDATORY)**

*(continued)*

Any person who is offered conditional employment, by way of individual contract or other type of letter of employment, will have clearly stated in such contract or letter of employment that his/her contract and continuation of employment is entirely conditioned upon the completion of a Criminal Records Check which is satisfactory to the Head of School. All persons employed under a conditional offer of employment may be covered under the school's health insurance program, at the sole discretion of the Board of Trustees, and in accordance with Board policies. However, any such coverage will immediately cease and will not be subject to extension under COBRA, if the Board does not tender the person a final offer of employment by reason of application of this Policy.

Final Offer of Employment

Any person who has been extended a conditional offer of employment may be extended a final offer of employment upon the completion of a Criminal Records Check which is satisfactory to the Board. No person with a conditional offer of employment shall be extended a final offer of employment if such person has been convicted of any felony, or where such person has been convicted of the same conduct in another state, territory, or possession of the United States, or where such person has been convicted of the same conduct in a foreign country. The Head of School, or designee, will transmit this policy to the State Police, who will then screen the Criminal Records Check for any selected applicant for employment, or designated volunteer, and will notify the school whether the record of said selected applicant or volunteer contains any felony convictions.

When the Head of School receives a Criminal Records Check on a particular person which it finds unsatisfactory, the Head of School shall dismiss said person within twenty-four (24) hours of the receipt of such report, excluding Saturdays, Sundays, or legally recognized holidays. Additionally, a person may be denied a final offer of employment if the Head of School becomes aware of other conduct which he or she determines would render the person unsuitable to perform the responsibilities of the position involved. Such determinations shall be made on a case-by-case basis.

*Statutory Reference:*

*RSA 189:13-a*

*Technical Advisory, School Employee Background Investigation, Including A Criminal History Records Check, N.H. Department of Education, Adopted July 28, 1997.*

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### **STAFF CONFLICT OF INTEREST**

Employees will not engage in, or have a financial interest in, any activity that raises a reasonable question of conflict of interest with their duties and responsibilities as employees. This includes, but is not limited to:

1. Employees will not participate for financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to pupils or their parents.
2. Employees who have patented or copyrighted any device, publication, or other item will not receive royalties for use of such item at Seacoast Charter School (SCS).
3. Employees will not engage in any type of work where the source of information concerning customer, client, or employer originates from information obtained through SCS.
4. School employees will not solicit or sell for personal gain any educational materials or equipment in the attendance areas served by the school. Nor will any employee make available lists of names of students or parents to anyone for sales purposes.
5. Loans- SCS shall not make any loan of money or property to, or guarantee the obligation of, any Trustee, Officer or agent.
6. Sale of Real Estate- SCS shall not sell, lease, purchase, or convey any real estate or interest in real estate to or from an employee of SCS without the prior approval of the probate court; provided, however, that this section shall not prohibit SCS from accepting a bona fide gift of an interest in real estate by a SCS employee.
7. Pecuniary Benefit Transactions- Except as provided in Section 8.4 hereof, the Board shall not approve, or permit SCS to engage in, a pecuniary benefit transaction. A pecuniary benefit transaction is a transaction to which SCS is a party and in which one or more of its Trustees has a direct or indirect financial interest in excess of \$500.00 on an annual aggregate basis. A Trustee shall be deemed to have an indirect interest in any pecuniary benefit transaction involving a person or entity of which a Trustee, or a member of the immediate family of a Trustee, is a proprietor, partner, employee, or officer. The following shall not be considered pecuniary benefits transactions: (a) Reasonable compensation for services of a President, and expenses incurred in connection with official duties of a SFCS employee; (b) A benefit provided to a SCS employee or member of the immediate family thereof if: (i) The benefits are provided or paid as part of programs, benefits, or payments to members of the general public; (ii) SCS has adopted written eligibility criteria for such benefit in accordance with its bylaws and applicable laws; and (iii) The Trustee, Officer, or family members meets all of the eligibility criteria for receiving such benefit; and (c) A continuing transaction entered in to by SCS merely because a person with a financial interest therein subsequently becomes a SCS employee of SCS.
8. Approval- SCS may engage in a pecuniary benefit transaction if all of the following conditions are met:
  - a. The transaction is for goods or services purchased or benefits provided in the ordinary course of the business of SFCS, for the actual or reasonable value of the goods or services or for a discounted value, and the transaction is fair to SCS.
  - b. The transaction received affirmative votes from at least two-thirds (2/3) majority of all the disinterested Trustees, which majority shall also equal or exceed any quorum requirement specified in these Bylaws after full and fair disclosure of the material facts of the transaction to the Board and after notice and full discussion of the transaction by the Board.

- c. Without participation, voting, or presence of any SCS employee with a financial interest in the transaction or who has had a pecuniary benefit transaction with SCS in the same fiscal year, except as the Board may require to answer questions regarding the transaction; and a record of the action on the matter is made and recorded in the minutes of the Board.
- d. SCS maintains a list of disclosing each and every pecuniary benefit transaction, including the names of those to whom the benefit accrued and in the amount of the benefit, and keeps such list available for inspection by Trustees and the general public.
- e. If the transaction, or the aggregate or transactions with the same SCS employee within one fiscal year is in the amount of \$5,000.00 or more, SCS publishes notice thereof in a newspaper of general circulation in the state, and gives written notice to the Director of Charitable Trusts, before consummating the transaction. At a minimum, such notice shall state that it is given in compliance with the applicable provisions of law and shall include the name of SCS, the name of any SCS employee receiving pecuniary benefit from the transaction, the nature of the transaction, and the specific dollar amount of the transaction.

9. Any exceptions to the above policy will require School Board approval.

To avoid nepotism in the supervision of personnel, the Board directs that no employee be assigned in any position where the employee would be responsible to a relative.

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**DUTY TO REPORT**

- Any credential holder shall report any suspected violation of the code of conduct following the school reporting procedures.
- The Head of School shall report if they have been notified of, or is personally aware that a credential holder has violated any of the rules of professional conduct, which occurred on or off duty.
- The Head of School shall report any of the following to the office of credentialing;
  - When the HOS has knowledge that a credential holder, as defined in Ed 501.02(h), has been arrested and charged with an offense enumerated in RSA 189:13-a, V; and
  - When the Head of School has knowledge that a credential holder has violated the code of conduct as specified in Ed 510.01 through Ed 510.04.(d)
- If a credential holder suspects that the Head of School has violated the code of conduct, as specified in Ed 510.01 through Ed 510.04, or if a credential holder has made a report and believes the local reporting procedures have not been followed, the reporting credential holder shall notify the department directly.
- Credential holders who have reason to suspect that a student has been, or is being, abused or neglected, shall report the same to:
  - Head of School
  - The Department of Health and Human Services, pursuant to RSA 169-C:29

DATE: 3/2021  
Adopted: 3/2021  
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### **STAFF ETHICS**

An employee speaking or writing as a citizen must be free from institutional censorship or discipline, but his/her special position in the community carries special obligations. The employee must remember that the public may judge the profession and institution by his/her utterances. Hence, the employee must, at all times, be accurate, exercise appropriate restraint, show respect for the opinion of others, and make every effort to indicate that he/she is not a school spokesperson.

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## DRUG FREE WORKPLACE

The SCS Board of Trustees will provide a drug-free workplace in accordance with the Drug-Free Schools and Communities Act of 1988 and Amendments of 1989 and the Drug-free workplace requirements for Federal contractors, 41 U.S.C. §701.

As an employer, Seacoast Charter School is responsible for maintaining safe, efficient working conditions for its employees by providing a drug-free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any school work site.

An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

### DEFINITIONS

**Controlled Substance:** as used in this policy shall mean a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in regulation at 21 CFR 1300.11 - 1300.15.

**Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

**Criminal Drug Statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use of possession of any controlled substance.

**Illegal Drug:** any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and not being used for prescribed purposes.

**Legal Drug:** includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**Under the Influence:** means, for the purpose of this policy, that the employee is noticeably affected by a drug.

**Workplace:** is defined to include non-school owned property which is used in the conduct of school business, including property used temporarily for business related purposes, such as lodging sites rented for seminars, training, or other school activities.

### APPLICABILITY AND GENERAL POLICY CONDITIONS

The following conditions shall be applicable to all employees of the school:

- 1) Employees shall be required, as a condition of their employment, to abide by the terms and conditions of this Drug-Free Workplace Policy.

- 2) An employee shall notify the Head of School or designee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Failure to do so will result in discipline, up to and including dismissal.
- 3) If a convicted employee works in a federally funded program, the involved state or federal grant agency shall be notified of the conviction within ten (10) days of the school's receiving the notice of the conviction.
- 4) An employee **convicted** under any criminal drug statute for a violation occurring in the workplace, while on or off duty, or on duty away from the workplace, shall be immediately dismissed for the first offense.
- 5) In the absence of compelling mitigating circumstances, an employee **convicted** under any criminal drug statute for a violation **not** occurring in the workplace while **not** on duty shall be subject to immediate dismissal for the first offense if convicted of a felony. If the conviction is not a felony, discipline up to and including dismissal may be imposed, including for the first offense, provided that there is a nexus between the offense and the job of the employee.
- 6) Appropriate disciplinary and/or corrective action is to be taken within thirty (30) days after the employer receives notice of a conviction. This, however, is not to be construed to limit the authority of the employer to take such action thereafter. Any disciplinary action must comply with the collective bargaining agreement, Section 504 of the Rehabilitation Act of 1978, and the Americans with Disabilities Act, if applicable.
- 7) An employee **not convicted** under any criminal drug statute, but who engages in the illegal manufacture, distribution, dispensation, possession or use of controlled substances in any school workplace while on or off duty, or on duty away from the workplace, shall be subject to discipline up to and including dismissal for the first occurrence. An employee engaging in such actions while off duty and away from the workplace may be subject to discipline, up to and including dismissal, including for the first offense, provided there is a nexus to the employee's job and just cause for the discipline.
- 8) Any employee on school premises who appears to be under the influence of, or who possesses illegal or non-medically authorized drugs, or who has used such drugs on school premises, may be temporarily relieved from duty pending further investigation.
- 9) If the use of legal drugs endangers safety, management may (but is not required to) reassign work on a temporary or permanent basis.
- 10) Employees must observe other work rules established by their employing departments regarding the use, possession or presence of drugs involving their employment.
- 11) Each employee of the school will make a good faith effort to maintain a drug-free workplace and uphold and promote this policy.

## **USE OF DRUGS**

**Legal Drugs:** For certain positions, the legal use of a drug can pose a significant risk to the safety of the employee or others. Employees who feel or have been informed that the use of such a drug may present a safety risk, are to report such drug use to their immediate supervisor.

**Illegal Drugs:** The use, sale, purchase, transfer or possession of an illegal drug by an employee while in a school facility, while performing school business, or while on the job is prohibited. Being under the influence of any illegal drug while conducting school business, while on school property or in a school facility, or while operating any school equipment is prohibited. Misuse of prescription drugs is considered to be the illegal use of drugs. This includes both the use of such drugs in a manner inconsistent with the prescribed use and any use of prescription drugs by persons for whom they are not prescribed.

## RESPONSIBILITIES

**Employer:** It is the responsibility of the Head of School to advise each employee of this policy; to post the policy annually at each worksite; to include a copy of this policy in each new employee's orientation.

**Employee:** It is the responsibility of each employee to be aware of and to abide by this policy.

**Administration:** It is the responsibility of the Head of School to ensure that school employees receive training and orientation regarding the implementation of this policy.

### *Legal References:*

*RSA 193-B, Drug Free School Zones*

*41 USC Section 701 Et. Seq., Drug-free workplace requirements for Federal grant recipients Public Law 101-226, Drug-Free Schools and Communities Act of 1988 and Amendments of 1989*

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*Category: Priority/Required by Law*

### **PERSONNEL RECORDS**

The Head of School is authorized and directed to develop and implement a comprehensive, confidential and efficient system of personnel records.

*Statutory Reference:*

*RSA 91:A*

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**PERSONNEL RECORDS-PROCEDURE**

A personnel folder for each employee, certified and non-certified, shall be maintained in the Seacoast Charter School office. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations, and such other information as may be considered pertinent. All personnel records of individual employees of the Board shall be considered confidential. They shall not be open for public inspection. The Head of School and his/her designees shall take the necessary steps to safeguard against unauthorized use of all confidential material.

*Statutory Reference:*

*RSA 91:A:5*

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## **SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

### **I. GENERAL STATEMENT OF POLICY**

Sexual harassment is a form of sex discrimination which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose.

It is the policy of *Seacoast Charter School* to maintain a learning and working environment that is free from sexual harassment and sexual violence. SCS prohibits any form of sexual harassment and sexual violence.

It shall be a violation of this policy for any student or employee to harass a student or an employee through conduct or communication of a sexual nature as defined by this policy.

It shall be a violation of this policy for any student or employee to be sexually violent to a student or employee.

The School will act to investigate all complaints, either formal or informal, verbal or written, of sexual harassment or sexual violence and to discipline any student or employee who sexually harasses or is sexually violent to a student or employee of *Seacoast Charter School*.

### **II. SEXUAL HARASSMENT/SEXUAL VIOLENCE DEFINED**

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or education environment.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

(continued)

3. Any sexual harassment as defined when perpetrated on any student or employee by any student or employee will be treated as sexual harassment under this policy.

Sexual harassment may include but is not limited to:

1. verbal harassment and/or abuse of a sexual nature;
2. subtle pressure for sexual activity;
3. inappropriate patting or pinching;
4. intentional brushing against a student's or an employee's body;
5. demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;
6. demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status;
7. any sexually motivated unwelcome touching; or
8. sexual violence which is a physical act of aggression that includes a sexual act or sexual purpose.

**III. REPORTING PROCEDURES**

Any person who believes he or she has been the victim of sexual harassment or sexual violence by a student or an employee of Seacoast Charter School, or any third person with knowledge or belief of conduct which may constitute sexual harassment or sexual violence should report the alleged acts immediately to an appropriate school official as designated by this policy. *Seacoast Charter School* administration encourages the reporting party or complainant to use the report form available from the administrative office.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

*(continued)*

1. The Head of School is the person responsible for receiving oral or written reports of sexual harassment or sexual violence. Upon receipt of a report, the Head of School must notify the Board of Trustees immediately without screening or investigating the report.

If the report was given verbally, the Head of School shall reduce it to written form within 24 hours and forward it to the Board of Trustees. Failure to forward any sexual harassment or sexual violence report or complaint as provided herein will result in disciplinary action. If the complaint involves the Head of School, the complaint shall be filed directly with the Board of Trustees.

2. Submission of a complaint or report of sexual harassment or sexual violence will not affect the individual's future employment, grades or work assignments.

3. Use of formal reporting forms is not mandatory.

School officials will respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the School's legal obligations and the necessity to investigate allegations of sexual harassment and sexual violence and take disciplinary action when the conduct has occurred.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

*(continued)*

**IV. INVESTIGATION AND RECOMMENDATION**

By authority of the Board of Trustees, the Head of School, upon receipt of a report or complaint alleging sexual harassment or sexual violence shall immediately authorize an investigation. This investigation may be conducted by school officials or by a third party designated by the Board of Trustees. The investigating party shall provide a written report of the status of the investigation within 10 working days to the Chair, Board of Trustees. If the Head of School is the subject of the complaint, the report shall be submitted directly to the Board of Trustees, and a designee of the BOT will conduct the investigation as is deemed appropriate.

In determining whether alleged conduct constitutes sexual harassment or sexual violence, the Board of Trustees should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes sexual harassment or sexual violence requires a determination based on all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint.

The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In addition, the Board of Trustees may take immediate steps, at its discretion, to protect the complainant, students and employees pending completion of an investigation of alleged sexual harassment or sexual violence.

**V. SCHOOL ACTION**

1. Upon receipt of a recommendation that the complaint is valid, the Board of Trustees will take such action as appropriate based on the results of the investigation.
2. The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the Board of Trustees. The report will document any disciplinary action taken as a result of the complaint.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**SEXUAL HARASSMENT AND SEXUAL VIOLENCE**

*(continued)*

**VI. REPRISAL**

The School will discipline any individual who retaliates against any person who reports alleged sexual harassment or sexual violence or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a sexual harassment or sexual violence complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

**VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Commissioner of Education, initiating civil action or seeking redress under state criminal statutes and/or federal law.

**VIII. SEXUAL HARASSMENT OR SEXUAL VIOLENCE AS SEXUAL ABUSE**

Under certain circumstances, sexual harassment or sexual violence may constitute sexual abuse under New Hampshire law. In such situations, the Board of Trustees shall comply with said law.

Nothing in this policy will prohibit the Board of Trustees from taking immediate action to protect victims of alleged sexual abuse.

**IX. DISCIPLINE**

The Board of Trustees will take such disciplinary action it deems necessary and appropriate, including warning, suspension or immediate discharge to end sexual harassment and sexual violence and prevent its recurrence.

DATE:  
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Reviewed:  
Revised:  
Cancellation:

**TRANSGENDER AND GENDER NON-CONFORMING STUDENTS**

**I. PURPOSE**

School policy requires that all programs, activities, and employment practices be free from discrimination based on sex, sexual orientation, or gender identity. This policy is designed in keeping with these mandates to create a safe learning environment for all students and to ensure that every student has equal access to all school programs and activities.

This policy sets out guidelines for the school and staff to address the needs of transgender and gender nonconforming students and clarifies how state law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such students. This policy does not anticipate every situation that might occur with respect to transgender or gender nonconforming students and the needs of each transgender or gender nonconforming student must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of the transgender or gender nonconforming student while maximizing the student's social integration and minimizing stigmatization of the student.

**II. DEFINITIONS**

The definitions provided here are not intended to label students, but rather are intended to assist in understanding this policy and the legal obligations of school staff. Students might or might not use these terms to describe themselves.

“Gender identity” is people’s deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. Everyone has a gender identity.

“Transgender” describes people whose gender identity is different from their gender assigned at birth.

“Gender expression” refers to the way a person expresses gender, such as clothing, hairstyles, activities, or mannerisms.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**TRANSGENDER AND GENDER NON-CONFORMING STUDENTS**

*(continued)*

“Gender nonconforming” describes people whose gender expression differs from stereotypical expectations, such as “feminine” boys, “masculine” girls, and those who are perceived as androgynous.

**III. GUIDANCE**

1. Privacy-The Board recognizes a student’s right to keep private one’s transgender status or gender nonconforming presentation at school. Information about a student’s transgender status, legal name, or gender assigned at birth also may constitute confidential information. School personnel should not disclose information that may reveal a student’s transgender status or gender nonconforming presentation to others, including parents and other school personnel, unless JBAB legally required to do so or unless the student has authorized such disclosure. Transgender and gender nonconforming students have the right to discuss and express their gender identity and expression openly and to decide when, with whom, and how much to share private information. When contacting the parent or guardian of a transgender or gender nonconforming student, school personnel should use the student’s legal name and the pronoun corresponding to the student’s gender assigned at birth unless the student, parent, or guardian has specified otherwise.

2. Official Records-The school is required to maintain a mandatory permanent pupil record (“official record”) that includes a student’s legal name and legal gender. However, the school is not required to use a student’s legal name and gender on other school records or documents. The school will change a student’s official record to reflect a change in legal name or legal gender upon receipt of documentation that such change has been made pursuant to a court order. In situations where school staff or administrators are required by law to use or to report a transgender student’s legal name or gender, such as for purposes of standardized testing, school staff and administrator shall adopt practices to avoid the inadvertent disclosure of such confidential information.

3. Names/Pronouns-A student has the right to be addressed by a name and pronoun that corresponds to the student’s gender identity. A court-ordered name or gender change is not required, and the student need not change his or her official records. The intentional or persistent refusal to respect a student’s gender identity (for example, intentionally referring to the student by a name or pronoun that does not correspond to the student’s gender identity) is a violation of this policy.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**TRANSGENDER AND GENDER NON-CONFORMING STUDENTS**

*(continued)*

4. Gender-Segregated Activities-To the extent possible, schools should reduce or eliminate the practice of segregating students by gender. In situations where students are segregated by gender, students should be included in the group that corresponds to their gender identity.

5. Restroom Accessibility-Students shall have access to the restroom that corresponds to their gender identity consistently asserted at school. Any student who has a need or desire for increased privacy, regardless of the underlying reason, should be provided access to a single stall restroom, but no student shall be required to use such a restroom.

6. Dress Codes-Transgender and gender nonconforming students have the right to dress in a manner consistent with their gender identity or gender expression. In general, schools may not adopt dress codes that restrict students' clothing or appearance on the basis of gender.

7. Discrimination/Harassment-It is the responsibility of the school to ensure that transgender and gender nonconforming students have a safe school environment. This includes ensuring that any incident of discrimination, harassment, or violence is given immediate attention, including investigating the incident, taking appropriate corrective action, and providing students and staff with appropriate resources. Complaints alleging discrimination or harassment based on a person's actual or perceived transgender status or gender nonconformity are to be handled in the same manner as other discrimination or harassment complaints.

8. School Collaboration-Upon notification by a student and/or student's parent, the Head of School will meet with the student and student's parent(s) to discuss the individual student needs and school supports to assist with gender transition.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**AGE OF ENTRANCE**

A pupil may enter kindergarten if his/her chronological age will be five (5) on or before September 30 of the year entering school.

A birth certificate must be presented upon registration as proof of the date of birth.

Incoming transfer students in grades 1-8, inclusive, will be initially placed in accordance with the data forwarded by the sending District. Such placement is tentative and subject to reassignment by the Head of School or her/his designee.

Incoming transfer students in grade 1 will only be initially admitted to kindergarten if their chronological age will be five on or before September 30 of the year entering school or if previously enrolled in kindergarten in another community. Such placement is tentative and subject to reassignment by the Head of School. Any exceptions will be reviewed and considered by the administration.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

## ENROLLMENT

Methods of admission shall not be designed, intended, or used to discriminate or violate individual rights in any manner prohibited by law.

### Intent

*Seacoast Charter School* will actively recruit students to represent a wide spectrum of diversity in their makeup. Within that diversity, *Seacoast Charter School* will seek to enroll students who commit to the tenets, beliefs, and dispositions herein articulated as well as the operational structure of the school. Most importantly, *Seacoast Charter School* will identify those students who share similar feelings of disenfranchisement, disengagement, and disconnection from school, and who will be served by having a voice, identifying their relevancy, and being provided with a sense of association to a smaller community of learners who embrace the arts as an integral part of education. The Head of School is empowered to develop procedures to reflect the intent within the following admission steps.

### Application Process

*Seacoast Charter School* is a public school for students in grades K-8. There is no tuition for grades 1–8: Like other public schools, *Seacoast Charter School* is free for students who are New Hampshire residents. The tuition rate for pre-kindergarten (half day and full day) and extended day kindergarten is established each year.

\*Please note: Because our pre-K program is completely tuition-based, and grades K–8 are public and funded by the State of New Hampshire, you will need to submit an application for kindergarten the following year to be entered into the lottery. The sibling rule still applies.

*School visits:* Parents of potential students are encouraged to attend a Spotlight on Learning Tour. Parents of accepted students are encouraged to make an appointment to meet with our Head of School. After this visit, parents may set up a time for their child to visit.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ENROLLMENT**

*(continued)*

*Out of state students:* Each out-of-state student who attends will pay tuition of \$10,750.

*Lottery time and place:* The lottery for each school year will be held around mid-March in the office at the Seacoast Charter School (171 Watson Road, Dover, NH).

Applications will be accepted online through the school website.

Lottery Guidelines/Process

*Intent to Return:* In order to reserve a spot for the following year, all current students who will be continuing at the Seacoast Charter School must submit an “Intent to Return” form by the established due date. If a student withdraws from SCS and subsequently wishes to return, the student will be considered a new student for admissions purposes and may be subject to the lottery, depending on vacancies.

*Siblings of admitted students and children of employees:* All siblings of admitted students and all children of employees of SCS who have completed applications by the specific, separate due date will be placed prior to holding the lottery. (If there are more students than there are places, a “sibling/staff lottery” will be held. These students’ names will be drawn and be placed on the waiting list in the order in which they are drawn.)

*Applicants:* All names of remaining students who have submitted completed applications will be written on index cards and placed in a container. (Students who are applying with their siblings will have this information marked on their card.)

*Drawing:* As each name is drawn, the student will be admitted or placed on the waiting list, according to the criteria outlined above.

*Admitted students:* If a student meets the criteria outlined above, he or she is conditionally admitted to SCS. An acceptance phone call and e-mail will be sent within the next week.

*Siblings of admitted students:* When a student is admitted, the student’s siblings’ names are automatically drawn. If there is space, the siblings are admitted as well. If not, they will be placed on the waitlist.

*Intent to Attend:* Parents of admitted students need to respond with a completed “Intent to Attend” form by the due date to hold the space for their child. Sending districts will be notified at this time so they can plan for the following year.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ENROLLMENT**

*(continued)*

*Waitlisted students:* If there is no longer space available, the student will be placed on the waitlist in the order that his or her name was drawn. If an opening occurs in a given grade, students on the waitlist will be contacted according to their order on the waitlist. Students on the waitlist who opt out of enrolling when space is available automatically surrender their spot on the list. Waitlisted students will be carried over each year, but parents must notify the school that they wish to remain on the waitlist by the due date. If SCS is not notified, the student’s name will not be carried over.

Students who apply to SCS after the lottery date will be conditionally admitted only if space is available and they meet the appropriate criteria outlined above. If space is not available, they will be placed on the waitlist in the order that their completed application is received. If a student’s application is received after the start of the school year, s/he will be admitted if there is space available. If there is no space available, the student will be placed on the waitlist. The student’s name will not, however, be carried over to the waitlist for the next school year. In order to be admitted for the following year, the student’s name must be entered into the lottery along with any other applicants. Parents must notify the school by the due date of their intent to re-apply. After the lottery, parents must notify the school of their Intent to Attend by the due date.

*Students with Individual Education Plans:* Parents of students who are on IEPs will need to set up a meeting with the sending school, SCS, and themselves to determine if SCS is the right placement for their child.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ENROLLMENT**

*(continued)*

Entrance age policy

1. A pupil may enter kindergarten if his or her chronological age will be five (5) on or before September 30 of the year of entering school.
2. A birth certificate must be presented upon registration.
3. Incoming transfer students will be initially placed in accordance with the information forwarded by the sending district. Such placement is tentative and subject to reassignment by the Head of School.
4. Incoming transfer students in kindergarten who arrive after the close of the first marking period will be initially admitted to kindergarten if their chronological age will be five (5) before December 31st of the year of entering school, if previously enrolled in kindergarten in another community and attending local schools only on a temporary basis (ten months or less). Such placement is tentative and subject to reassignment by the Head of School.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ADMISSION OF HOMELESS STUDENTS**

To the extent practical and as required by law, *Seacoast Charter School* will work with homeless students and their families to provide stability in school attendance and other services. Special attention will be given to ensuring the enrollment and attendance of homeless students not currently attending school. Homeless students will be provided school services for which they are eligible.

To the extent feasible, homeless students will continue to be enrolled in their school of origin while they remain homeless or until the end of the academic year in which they obtain permanent housing. Instead of remaining in the school of origin, parents or guardians of homeless students may request enrollment in *Seacoast Charter School* by completing the application process.

If there is an enrollment dispute, the student shall be immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute. The parent(s) or guardian(s) shall be informed of the school's decision and their appeal rights in writing. Unaccompanied youth will also be enrolled pending resolution of the dispute.

Once the enrollment decision is made, the school shall immediately enroll the student, pursuant to *Seacoast Charter School* policies. If the student does not have immediate access to the immunization records, the student shall be admitted under a personal exception. Students and families should be encouraged to obtain current immunization records or immunizations as soon as possible, and with assistance from the Head of School or her/his designee where needed. Records from the student's previous school shall be requested from the previous school pursuant to SCS policies. Emergency contact information is required at the time of enrollment consistent with *Seacoast Charter School* policies.

*Legal Reference:*

No Child Left Behind Act, 2002 RSA 193:12, Legal Residence Required

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

*Category: Priority/Required by Law*

**ATTENDANCE, ABSENTEEISM AND TRUANCY**

Absences

The Board requires that school-aged children enrolled in *Seacoast Charter School* attend school in accordance with all applicable state laws and Board policies. The educational program offered by SCS is predicated upon the presence of the student and requires continuity of instruction and classroom participation in order for students to achieve academic standards and consistent educational progress.

Attendance shall be required of all students enrolled in the school during the days and hours that school is in session, except that the Head of School may excuse a student for temporary absences when receiving satisfactory evidence of conditions or reasons that may reasonably cause the student’s absence.

The Board considers the following to be excused absences:

1. Illness
2. Recovery from an accident
3. Required court attendance
4. Medical and dental appointments
5. Death in the immediate family
6. Observation or celebration of a bona fide religious holiday
7. Such other good cause as may be acceptable to the Head of School or permitted by law

Any absence that has not been excused for any of these reasons will be considered an unexcused absence. In the event of an illness, parents must call the school and inform the administrative office of the student’s illness and absence. For other absences, parents must provide written notice or a written excuse that states one of these reasons for non-attendance. The Head of School may require parents to provide additional documentation in support of their written notice, including but not limited to doctor’s notes, court documents, obituaries, or other documents supporting the claimed reason for non-attendance.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

*Category: Priority/Required by Law*

**ATTENDANCE, ABSENTEEISM AND TRUANCY**

*(continued)*

If parents wish for their child to be absent for a reason not listed above, the parent must provide a written explanation of the reason for such absence, including why the student will be absent and for how long the student will be absent. The Head of School will make a determination as to whether the stated reason for the student's absence constitutes good cause and will notify the parents via telephone and in writing of his/her decision. If the Head of School determines that good cause does not exist, the parents may request a conference with the Head of School to again explain the reasons for non-attendance. The Head of School may then reconsider his initial determination. However, at this juncture, the Head of School's decision shall be final.

Family Vacations/Educational Opportunities

Generally, absences other than for illness during the school year are discouraged. The Head of School or her/his designee may, however, grant special approval of absence for family vacations, provided written approval is given in advance.

Truancy

Truancy is defined as any unexcused absence from class or school. Any absence that has not been excused for any of the reasons listed above will be considered an unexcused absence. Ten half-days of unexcused absence during a school year constitutes habitual truancy. A half-day absence is defined as a student missing more than two hours of instructional time and less than three and one-half hours of instructional time.

Any absence of more than three and one-half hours of instructional time shall be considered a full-day absence. The Head of School or her/his designee is hereby designated as the school employee responsible for overseeing truancy issues.

Intervention Process to Address Truancy

The Head of School shall ensure that the administrative guidelines on attendance properly address the matter of truancy by including a process that identifies students who are habitually truant, as defined above.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

*Category: Priority/Required by Law*

**ATTENDANCE, ABSENTEEISM AND TRUANCY**

*(continued)*

When the Head of School identifies a student who is habitually truant or who is in danger of becoming habitually truant, he/she shall commence an intervention with the student, the student's parents, and other staff members as may be deemed necessary. The intervention shall include processes including, but not limited to:

1. Investigates the cause(s) of the student's truant behavior;
2. Considers, when appropriate, modification of his/her educational program to meet particular needs that may be causing the truancy;
3. Involves the parents in the development of a plan designed to reduce the truancy;
4. Seeks alternative disciplinary measures, but still retains the right to impose discipline in accordance with the school's policies and administrative guidelines on student discipline;

Consequences

1. With no call, the Head of School may call police for wellness check; and/or
2. If truancy persists, the student may be sent back to her/his home school.
3. The Head of School has the discretion to change consequences based on the individual circumstances.

Parental Involvement in Truancy Intervention

When a student reaches habitual truancy status or is in danger of reaching habitual truancy status, the Head of School will send the student's parent a letter which includes:

1. A statement that the student has become or is in danger of becoming habitually truant;
2. A statement of the parent's responsibility to ensure that the student attends school; and
3. A request for a meeting between the parents and the Head of School to discuss the student's truancy and to develop a plan for reducing the student's truancy.

Developing and Coordinating Strategies for Truancy Reduction

The Board encourages the administration to seek truancy-prevention and truancy-reduction strategies along the recommendations listed below. However, these guidelines shall be advisory only. The Head of School is authorized to develop and utilize other means, guidelines and programs aimed at preventing and reducing truancy.

1. Coordinate truancy-prevention strategies based on the early identification of truancy, such as prompt notification of absences to parents.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

*Category: Priority/Required by Law*

**ATTENDANCE, ABSENTEEISM AND TRUANCY**

*(continued)*

2. Assist school staff to develop site attendance plans by providing development strategies, resources, and referral procedures.
3. Encourage and coordinate the adoption of attendance-incentive programs at school sites and in individual classrooms that reward and celebrate good attendance and significant improvements in attendance.

Parental Notification of Truancy Policy

Prior to adopting this policy, the Board will place the item on the agenda of a public school board meeting and will allow two weeks for public input as to the policy's provisions. Any public input shall be advisory only and final adoption as to the policy's provisions will remain solely with the Board.

Additionally, the Head of School shall also ensure that this policy is included in or referenced in the student handbook and is mailed to parents annually at the beginning of each school year.

*Legal References:*

*RSA 189:34, Appointment*

*RSA 189:35-a, Truancy Defined*

*RSA 193:1, Duty of Parent; Compulsory Attendance by Pupil*

*RSA 193:7 Penalty*

*RSA 193:8, Notice Requirements*

*RSA 193:16 Bylaws as to Nonattendance*

*NH Code of Administrative Rules, Section Ed 306.04 (a)(1), Attendance and Absenteeism*

*NH Code of Administrative Rules, Section Ed 306.04 (c), Policy Relative to Attendance and Absenteeism*

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

<b>Seacoast Charter School Board Policy</b>	Section: Gun Free School Act Policy Code: JICI Title: Gun Free School Act Policy Page: 1 of 1
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**GUN FREE SCHOOL ACT POLICY**

In accordance with the provisions of the Gun-Free Schools Act, 20 USC 3351, any student who brings a firearm onto school premises or at a school-related function or activity, except as provided below, shall be suspended or expelled for a period of not less than one calendar year unless modified by the Head of School on the basis of facts determined through the hearing process, as set forth in the school discipline policies below.

In accordance with the provisions of the Gun-Free School Zones Act, 18 USC 922(q), students and other authorized persons may bring unloaded firearms onto school property for use in instructional activities that have prior written permission of the Head of School. At the conclusion of the activity, the firearms must be immediately removed from school property.

No student shall possess any firearm, without authorization, on school premises, on the way to and from school or school activities, or during intermission or recess, or any school function or activity. Violation of this provision shall result in discipline up to and including expulsion. All students charged with violation of this procedure shall have the right to a hearing.

The term "firearm" shall be defined as provided in 18 USC 921. This term shall include any weapon which is designed, or may be readily converted, to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas, or which can reasonably be considered, or looks like, a firearm. The Head of School will notify the local police of any student who brings a firearm to school.

The Head of School will refer to law enforcement for immediate prosecution any person who possesses, carries, or stores a weapon in a school building or on school premises. In addition, the school will refer for possible prosecution of a responsible adult of any minor violating this policy on grounds of allowing a minor to possess, carry, or store a weapon in a school. The school shall keep a record of all students disciplined under this policy and the circumstances surrounding their discipline, including the number of students expelled and the types of weapons involved. This information shall be provided to local law enforcement authorities and other governmental agencies as required by law.

This policy in no instance applies to law enforcement officers and other officials provided for in law.

The Head of School may grant persons and entities advance permission to possess, carry, or store a weapon in a school building.

DATE: 6/1/2022 Adopted: 6/2022 Reviewed: Revised: Cancellation:
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**PUPIL SAFETY AND VIOLENCE PREVENTION: Prohibiting Bullying and Cyber-Bullying**

The Seacoast Charter School believes that students are entitled to learn in a school environment that is safe and secure. Students are expected to conduct themselves with respect for others and in accordance with this policy and other Board policies and school rules governing student conduct. The Seacoast Charter School Board will take reasonable steps to protect all students from the harmful effects of bullying and cyber-bullying that occurs at school and/or that interferes with student learning and orderly school operations.

The Head of School is responsible for implementing this policy, but may delegate specific responsibilities to others, as he/she deems appropriate.

Prohibited Conduct

Students are prohibited from bullying and cyber-bullying actions or communications directed toward other students which:

1. Occur on, or are delivered to, school property or a school-sponsored activity or event on or off school property; or
2. Occur off school property or outside of a school-sponsored activity or event, if the conduct interferes with a student's educational opportunities or substantially disrupts the orderly operations of the school or school-sponsored activity or event.

Students are further prohibited from retaliating against or making false accusations against a victim, witness or anyone else who in good faith provides information about an alleged act of bullying or cyber-bullying.

Definitions

For the purposes of this policy, the following definitions shall apply:

1. "Bullying" means a single significant incident or a pattern of incidents involving a written, verbal or electronic communication, or a physical act or gesture, or any combination thereof, directed at another student which:

- a) Physically harms a student or damages the student's property;
- b) Causes emotional distress to a student. For the purposes of this policy, the term "emotional distress" means distress that materially impairs the student's participation in academic or other school-sponsored activities. The term "emotional distress" does not include the unpleasantness or discomfort that accompanies an unpopular viewpoint;
- c) Interferes with a student's educational environment and/or opportunities;
- d) Creates a hostile educational environment; or

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**PUPIL SAFETY AND VIOLENCE PREVENTION: Prohibiting Bullying and Cyber-Bullying**

*(continued)*

e) Substantially disrupts the orderly operation of the school.

“Bullying” shall also include actions motivated by an imbalance of power based on a student’s actual or perceived personal characteristics, behaviors or beliefs or motivated by the student’s association with another person and based on the other person’s characteristics, behaviors or beliefs if those actions cause one or more of the results in paragraphs (a) through (d) above.

Bullying or cyber-bullying of a student on the basis of sex, sexual orientation, gender non-conforming identity, race, color, ancestry, national origin, religion, age, marital status, familial status, pregnancy, physical or mental disability may constitute illegal discrimination under federal and/or state laws. Complaints regarding such conduct may be processed through the Board’s Sexual Harassment and Sexual Violence policy.

(JBAA).

2. “Cyber-bullying” means conduct defined in Paragraph 1 that takes place through the use of electronic devices.

3. “Electronic devices” and/or communications include but are not limited to telephones, cellular telephones, computers, pagers, electronic mail, instant messaging, text messaging and websites.

4. “School property” means all real property and all physical plant and equipment used for school purposes, including public or private school buses or vans.

5. “Perpetrator” means a student who engages in bullying or cyber-bullying.

6. “Victim” means a student against whom bullying or cyber-bullying has been perpetrated.

7. “Social Response Team” (SRT) includes the Head of School and classroom/staff member(s) knowledgeable about the perpetrator and the victim, and other personnel as needed.

Reporting Bullying and Cyber-bullying

1. In order to support a safe school environment, students who are subjected to bullying or cyber-bullying, or who observe bullying/cyber-bullying by or against other students are expected to report it to the head of school, teachers and staff. Parents and other adults are also expected to report any concerns about possible bullying or cyber-bullying of students to the Head of School.

2. School staff and volunteers are required to report possible incidents of bullying or cyber-bullying to the Head of School as soon as practicable.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**PUPIL SAFETY AND VIOLENCE PREVENTION: Prohibiting Bullying and Cyber-Bullying**

*(continued)*

3. If a student knowingly files a false report, disciplinary consequences could range from a parent (guardian)/student conference to an out-of-school suspension.

4. Some cases may require cooperation with the Police Department in order to provide a safe and healthy environment for students, staff and visitors.

**PROCEDURES for the IMPLEMENTATION of SEACOAST CHARTER SCHOOL POLICY JICK PUPIL SAFETY VIOLENCE PREVENTION: PROHIBITING BULLYING AND CYBER-BULLYING**

Report Handling and Investigation

1. The school protocols will be followed for the initial handling of communications/complaints about bullying and/or cyber-bullying.

2. The Head of School shall notify the parents/guardians of the alleged victim(s) and perpetrator(s) that a bullying/cyber-bullying report has been made within 48 hours of the report and in accordance with applicable privacy laws. However, the Head of school, in consultation with the SRT, may implement a waiver of this 48-hour parent notification requirement, if it is determined to be in the best interest of the victim(s) and/or perpetrator(s)

3. An investigation of the bullying/cyber-bullying report will be initiated by the head of school and the SRT within three school days using the investigation rubric

a) The alleged perpetrator(s) will be provided the opportunity to be heard as part of the investigation.

b) Privacy rights of all parties shall be maintained in accordance with applicable laws.

c) A written record of the investigation process shall be kept.

d) The head of school may take interim remedial measures to reduce the risk of further bullying/cyber-bullying, retaliation and/or to provide assistance to the alleged victim while the investigation is pending.

e) The investigation shall be completed expeditiously, but within 21 schooldays of receipt of the report, if practicable. A 7-day extension may be granted.

f) If the Head of School and the SRT substantiates the bullying/cyber-bullying report, they shall determine what remedial and/or disciplinary actions should be taken against the perpetrator(s) and determine what further assistance should be provided the victim(s),

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**PUPIL SAFETY AND VIOLENCE PREVENTION: Prohibiting Bullying and Cyber-Bullying**

*(continued)*

Disciplinary Consequences and Intervention Programs

Head of School, consistent with the procedures, shall determine appropriate disciplinary consequences and/or interventions for violations of this policy based upon the relevant facts and circumstances in a particular case, including but not limited to the age and maturity of the students involved; the type and frequency of the behavior; a student's willingness to cooperate in the investigation and correct behavior; disability; and the student's prior record.

Disciplinary consequences may include detention, suspension or expulsion from school. In addition, students may be required to participate in education programs, mediation, counseling and/or other programs and/or activities to address and prevent recurrence of bullying and cyber-bullying behavior.

Training

This training must be conducted annually.

1. The school administration shall provide appropriate training on this policy for school employees, school volunteers, and law enforcement personnel assigned to the school and any employees of companies contracted to provide services directly to students. The purpose of the training is to educate school employees, school volunteers, applicable law enforcement personnel and any employees of companies contracted to provide services directly to students on how to properly identify, respond to and report incidents of bullying/cyber-bullying.

2. The school administration shall provide age-appropriate education programs for students and parents regarding this policy, bullying/cyber-bullying prevention, how to identify, respond to and report bullying/cyber-bullying. The Head of School shall initially approve all training and education programs. In addition the Head of School is responsible for scheduling and documenting the required training and education programs each year.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**PUPIL SAFETY AND VIOLENCE PREVENTION: Prohibiting Bullying and Cyber-Bullying**

*(continued)*

Immunity

Any employee of the school or contracted company, school volunteer, assigned law enforcement officer, and student or parent/guardian shall be immune from civil liability for good faith conduct arising out of or pertaining to the reporting, investigation, findings, and the development or implementation of any recommended response under this policy.

Policy Dissemination

This policy shall be posted on the Seacoast Charter School website and included in student and employee handbooks, as well as volunteer handbooks. It shall also be provided to employees of any company contracted to provide services directly to students, including assigned law enforcement officers. The policy may also be disseminated by other means as determined by the Head of School.

Legal References:

NH RSA 193-F: 2-F: 10

Cross References:

AC - Nondiscrimination/Equal Opportunity

JBAA – Sexual Harassment and Sexual Violence

JRA – Student Records and Information

DATE:

Adopted: 5/10/16

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Revised:

Cancellation:

## **ACCEPTABLE INTERNET USE PROCEDURES - STUDENTS**

### Purpose

The purpose of the Acceptable Use Procedures is to provide the procedures, rules, guidelines, and the code of conduct for the use of technology and the Internet.

### Definition

The Seacoast Charter School Technology Network (sometimes “Technology Network” or “School Network”) consists of all computers, printers, personal digital assistants, telephones, cell phones, pagers, photocopiers and other peripheral devices that are owned or leased by the School and any configuration of computer hardware and software that connects users. The term includes all internal (intranet) and external (internet) connections as well as all of the computer hardware operating systems software, application software, stored text, and data, voice, and image files. The term also includes electronic mail, local databases, externally accessed databases, CD ROM, DVD, recorded magnetic or optical media, clip art, digital images, digitized information, communication technologies and new technologies as they become available. Stand- alone workstations are also governed by this acceptable use procedure.

### The School Services

The School provides resources for teaching and learning, communication services, and business data services by maintaining access to local, regional, national, and international sources of information. The School information resources will be used by members of the school community with respect for the public trust through which they have been provided and in accordance with policy and regulations established by the School. These procedures do not attempt to articulate all required for proscribed behavior by its users.

Successful operation of the network requires that all users conduct themselves in a responsible, decent, ethical and polite manner while using the network. The user is ultimately responsible for his/her actions in accessing network services.

### Guidelines

Access to the networks and to the information technology environment within the School is a privilege and must be treated as such by all users of the network and its associated systems.

1. Information networks will be used for the purposes of research, education, and school-related business and operations.
2. Information networks will be used for the purposes of research, education, and school-related business and operations.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ACCEPTABLE INTERNET USE PROCEDURES - STUDENTS**

*(continued)*

Guidelines - Continued

3. Any system which requires password access or for which the School requires an account, such as the Internet, will only be used by the authorized user. Account owners are ultimately responsible for all activity under their accounts.
  
4. The resources of the School are limited. All users must exercise prudence in the shared use of this resource.
  
5. Any computer, peripheral device, personal digital assistant, cell phone, pager or other device, not owned by the School, is not allowed to access the School's Technology Network without prior authorization from the School's Business Administrator.
  
6. Any computer, peripheral device, personal digital assistant, cell phone, pager or other device, not owned by the School but which has been permitted to access the School Technology Network or which accesses the Technology Network without permission shall be governed by this policy and shall be considered part of the School's Technology Network.
  
7. Students using their own computer or their own other technology device (e.g. PDA or cell phone) from outside a School facility (e.g. working from home) are only required to follow this policy while connected to the School's Technology Network (e.g. VPN) or when using a School application (e.g. email or phone system).
  
8. School computers may be taken home by School students for training and school-related use at no charge when school is not in session. Authorization must be secured from the building principal or responsible administrator. The School's computer may not be used for any purpose not allowed under the Educational and Business Purposes section of this policy, or for producing personal income such as running one's own business or online teaching or tutoring that are non-Seacoast Charter School assigned duties. A student will be responsible for repair or replacement costs caused by the student's negligence.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ACCEPTABLE INTERNET USE PROCEDURES - STUDENTS**

*(continued)*

Unacceptable Use

The School has the right to take disciplinary action, remove computer and networking privileges and/or take legal action, for any activity characterized as unethical and unacceptable. Unacceptable use activities constitute, but are not limited to, any activity through which any user:

1. Violates such matters as institutional or third-party copyright, license agreements or other contracts. The unauthorized use of and/or copying of any copyrighted materials including software, movies, music, etc. is illegal.
2. Interferes with or disrupts other network users, services or equipment. Disruptions include, but are not limited to: distribution of unsolicited advertising, propagation of computer worms or viruses, distributing quantities of information that overwhelm the system, and/or using a School network to make unauthorized entry into any other resource accessible via the network.
3. Seeks to gain or gains unauthorized access to information resources.
4. Uses or knowingly allows another to use any computer or computer system to devise or execute a scheme to defraud or to obtain money, property, services, or other things of value by false pretenses, promises, or representations.
5. Destroys, alters, dismantles or otherwise interferes with the integrity of computer hardware, information or resources.
6. Invades the privacy of individuals or entities.
7. Uses the network for commercial or political activity.
8. Install or use unauthorized hardware and software for use on School computer systems.
9. Uses a network to access inappropriate materials.
10. Submits, publishes or displays any defamatory, inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages either publicly or privately.
11. Uses a School network for illegal harassing, vandalizing, inappropriate or obscene purposes, or in support of such activities.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ACCEPTABLE INTERNET USE PROCEDURES - STUDENTS**

*(continued)*

School Rights

The School reserves the right to:

1. Monitor all activity. Notwithstanding FERPA and other related laws, students have no expectation of privacy regarding their use on the school computer network.
2. Make determinations on whether specific uses of a network are consistent with these acceptable use procedures.
3. Log network use and monitor storage disk space utilization by users.
4. Determine what is appropriate use.
5. Remove a user's access to the network at any time it is determined that the user engaged in unauthorized activity or violated these acceptable use procedures.
6. Cooperate fully with any investigation concerning or relating to the School's network activity.

School Internet Code of Conduct

Use of the Internet by students and staff of the School shall be in support of education and research that is consistent with the mission of the School. Internet use is limited to those persons who have been issued School-approved accounts. Use will be in accordance with the School's Acceptable Use Procedures and this Code of Conduct. Users are expected to abide by the following terms and conditions:

1. Protect their Internet log-in information from others.
2. Respect the privacy of other users. Do not use other users' passwords.
3. Be ethical and courteous. Do not send hate, harassing or obscene mail, discriminatory remarks, or demonstrate other antisocial behaviors.
4. Maintain the integrity of files and data. Do not modify or copy files/data of other users without their consent.
5. Treat information created by others as the private property of the creator. Respect copyrights.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ACCEPTABLE INTERNET USE PROCEDURES - STUDENTS**

*(continued)*

School Internet Code of Conduct - Continued

1. Do not destroy, modify or abuse the hardware or software in any way.
2. Do not develop or pass on programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system, such as viruses, worms, "chain" messages, etc.
3. Do not use the Internet to access or process pornographic or otherwise inappropriate material.
4. Do not use the Internet for commercial purposes.

The School reserves the right to remove a user's account if it is determined that the user is engaged in unauthorized activity or is violating this code of conduct.

The school reserves the right to implement grade level agreements (with student level language), as appropriate.

School Internet Access Release Form

As a condition of my right to use the School network resources, including access to the Internet, students understand and agree to the following:

1. To abide by the School Acceptable Use Procedures and Code of Conduct.
2. That School administrators and designated staff have the right to review any material stored on School computers in files and to edit or remove any material which they, in their sole discretion, believe may be unlawful, obscene, abusive, or otherwise objectionable and students hereby waive any right of privacy which I may otherwise have to such material.
3. That the School will not be liable for any direct or indirect, incidental or consequential damages due to information gained and/or obtained via use of the School's network resources.
4. That the School does not warrant that the functions of any School network, or any network accessible through School resources, will meet any specific requirements you may have, or that the network resources will be error-free or uninterrupted.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**ACCEPTABLE INTERNET USE PROCEDURES - STUDENTS**

*(continued)*

School Internet Access Release Form - Continued

5. That the School shall not be liable for any direct or indirect, incidental or consequential damages (including lost data or information) sustained or incurred in connection with the use, operation, or inability to use School networks and resources.

6. That the use of the School network(s), including access to public networks, is a privilege which may be revoked by network administrators at any time for violation of the Acceptable Use Procedures and Code of Conduct. The School will be the sole arbiter(s) of what constitutes violation of the Acceptable Use Procedures or Code of Conduct.

7. In consideration for the privilege of using the School network resources and in consideration for having access to the public networks, I hereby release the School, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use, or inability to use, the School network resources.

I, \_\_\_\_\_ (name of student), hereby certify that I have read the Acceptable Use Policy and Procedures; that I fully understand their terms and conditions; and that I will abide by the terms conditions set forth in this document.

\_\_\_\_\_  
Signature of User/Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Head of School

\_\_\_\_\_  
Date

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

## LIMITED USES OF CHILD RESTRAINT PRACTICES

Seacoast Charter School hereby establishes that they will not restrain a student for any reason. We do not have staff trained in these practices, thus will not engage in the practice of restraint. Seclusion will only be used under certain circumstances as outlined below.

### I. Definitions.

**Restraint.** Any bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraints, physical restraints, and medication restraint used to control behavior in an emergency or any involuntary medication.

**Seclusion.** The involuntary placement of a child alone in a place where no other person is present and from which the particular child is unable to exit, either due to physical manipulation by a person, lock, or other mechanical device or barrier.

The only time a student would be secluded at Seacoast Charter School are as follows:

- (1) The need to provide direct and immediate medical attention to a child;
- (2) Fire;
- (3) The need to remove a child to a safe location during a building lockdown; or
- (4) Other critical situations that may require immediate removal of a child from seclusion to a safe location.

Unless prohibited by a court order, a school official shall verbally notify the parent or guardian that seclusion was needed no later than the time of the return of the child to the parent or guardian on that same day, or the end of the business day, whichever is earlier. Notice shall be made in a manner calculated to provide actual notice of the incident at the earliest practicable time.

A school employee who uses seclusion shall submit a written report to the Head of School within 2 business days after that intervention. If the Head of School uses seclusion, he/or she shall submit a written report to the Chair of the Board of Trustees within 2 business days. Any report addressed in this section shall contain the following information:

- The date, time and duration of seclusion;
- A description of the actions of the child before, during, and after the occurrence; a description of any other relevant events preceding the use of seclusion, including the justification;
- The names of the persons involved in the occurrence;
- A description of the actions of the school employees involved before, during, and after the occurrence;
- A description of any interventions used prior to seclusion;
- A description of the seclusion used, including any hold used and the reason the hold was necessary;
- A description of any injuries sustained by, and any medical care administered to, the child, employees, or others before, during, or after the use of seclusion;

- A description of any property damage associated with the occurrence;
- A description of actions taken to address the emotional needs of the child during and following the incident;
- A description of future actions to be taken to control the child's problem behaviors;
- The name and position of the employee completing the notification; and
- The anticipated date of the final report.

Unless prohibited by court order, the Head of School shall, within 2 business days of receipt of the written report described above, send or transmit by first class mail or electronic transmission to the child's parent or guardian the information contained in that written report. Each written report referenced in this section shall be retained by the school and shall be made available for periodic, regular review consistent with any rules that may be adopted by the state board of education for that purpose.

In cases involving serious injury or death to a child subject to seclusion, Seacoast Charter School, in addition to the notification requirements above, notify the commissioner of the department of education, the attorney general, and the state's federally designated protection and advocacy agency for individuals with disabilities.

"Serious injury" means any harm to the body which requires hospitalization or results in the fracture of any bone, non-superficial lacerations, injury to any internal organ, second or third-degree burns, or any severe, permanent, or protracted loss of or impairment to the health or function of any part of the body.

If a school employee has intentional physical contact with a child which is in response to a child's aggression, misconduct, or disruptive behavior, a school representative shall make reasonable efforts to promptly notify the child's parent or guardian.

Such notification shall be no later than the time of the child's return to the parent or guardian on that same day, or the end of the business day, whichever is earlier. Notification shall be made in a manner to give the parent or guardian actual notice of the incident at the earliest practicable time.

Within 2 business days of the incident of "intentional physical contact with a child which is in response to a child's aggression, misconduct, or disruptive behavior," the school shall prepare a written description of the incident. This description shall include:

- a) Date and time of the incident;
- b) Brief description of the actions of the child before, during and after the occurrence;
- c) Names of the persons involved in the occurrence;
- d) Brief description of the actions of the school employees involved before, during and after the occurrence; and
- e) A description of any injuries sustained by, and any medical care administered to, the child, employees, or others before, during or after the incident.

The notification and record-keeping duties for an incident of intentional physical contact do not apply in the following circumstances:

- a) When a child is escorted from an area by way of holding of the hand, wrist, arm, shoulder, or back to induce the child to walk to a safe location -- unless the child is actively combative, assaultive, or self injurious while being escorted, and then these requirements do apply.
- b) When actions are taken such as separating children from each other, or inducing a child to stand, or otherwise physically preparing a child to be escorted.
- c) When the contact with the child is incidental or minor, such as for the purpose of gaining a misbehaving child's attention -- except that blocking of a blow, forcible release from a grasp, or other significant and intentional physical contact with a disruptive or assaultive child shall be subject to the requirement.

A parent may file a complaint with the New Hampshire Department of Education regarding the improper use of seclusion. Resolution of any such complaint should occur within 30 days, with extensions only for good cause.

Investigation of any such complaint shall include appropriate remedial measures to address physical and other injuries, protect against retaliation, and reduce the incidence of violations of state standards on restraint and seclusion.

#### Civil or Criminal Liability

Nothing in the School's Policy or Procedures on the Use of Child Restraint should be understood in any way to undercut the protections from civil and criminal liability provided to school officials for the use of force against a minor, consistent with state law found at RSA 627:1, 4, and 6.

DATE: 5/2020  
Adopted: 5/2020  
Reviewed: 5/2020  
Revised: 5/2020  
Cancellation:

**REPORTING OF SUSPECTED ABUSE OR NEGLECT**

Any Seacoast Charter School employee having reason to suspect that a child is being or has been abused or neglected shall immediately report his/her suspicions to the Head of School. The Head of School shall then immediately notify the appropriate state officials at the New Hampshire Department of Health and Human Services.

A report shall be made by the Head of School within twenty-four (24) hours. The report should contain the name and address of the child suspected of being abused or neglected, the person responsible for the child's welfare, specific information indicating neglect/abuse or the nature and extent of the child's injuries (including any evidence of previous injuries), the identity of the person or persons suspected of being responsible for such neglect or abuse, and any other information that might be helpful in establishing neglect or abuse or that may be required by the Department of Health and Human Services.

The Board recommends all Seacoast Charter School employees receive routine training or information on how to identify child abuse and neglect.

The Head of School shall post a sign in a public area within the school that is readily accessible to students, in the form provided by the New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families, that contains instructions on how to report child abuse or neglect, including the phone number for filing reports and information on accessing the Division's website.

*Legal References:*

*NH Code of Administrative Rules, Section Ed 306.04(a)(10), Reporting of Suspected Abuse or Neglect*

*RSA 169-C:29, Persons Required to Report*

*RSA 169-C:30, Nature and Content of Report*

*RSA 169-C:31, Immunity from Liability*

*RSA 169-C:34, III, Duties of the Department of Health and Human Services RSA 189:72, Child Abuse or Neglect Information*

DATE: 5/2020

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Cancellation:

**IMMUNIZATION**

In accordance with RSA 141-C, all children shall be immunized prior to school entrance according to the current recommendations of the State Public Health Agency.

In accordance with RSA 141-C:20-c:

1. Any child may be exempted from the above immunization requirements for medical or religious reasons. There must be documentation by the health care provider for a medical exemption. The state "Certificate of Religious Exemption" form must be completed and notarized for a religious exemption. These documents are part of the child's permanent health record.
2. No student is allowed in school without an acceptable immunization record or qualification for conditional enrollment.
3. Every parent or guardian of a child to be admitted or enrolled will provide documentary proof of acceptable immunization prior to the child's admittance.
4. Immunization requirements are based on the current New Hampshire guidelines, which are distributed yearly by the New Hampshire Department of Health and Human Services. The school nurse is charged with reviewing these guidelines and notifying the Head of School whenever changes are made.
5. Conditional enrollment may be granted to those students who provide documentation of minimal acceptable immunizations, with an appointment scheduled to complete the required doses, as outlined in the state requirements.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

*Category: Priority/Required by Law*

### **ADMINISTERING MEDICINES TO STUDENTS**

Yearly training in CPR, First Aid, Anaphylaxis and Epi Pen Training will be provided to all faculty and staff, and a nurse will be hired as needed on a per diem basis.

Whenever a student has health needs which require taking medications during the school day, it will be considered a program adjustment. The Head of School or her/his designee(s) shall be responsible for establishing specific procedures to protect and control medications administered in the school.

Prescribed medications should not be taken during school hours, if it is possible to achieve the medical regimen at home during other than school hours. Non-Prescribed Medication shall not be taken by students during the school day. No non-prescribed oral medication will be made available to students or staff members without approved consent by school authorities.

#### Emergency Medical Injections

Any pupil who is required by a licensed physician to take emergency medication by injection during the school day shall be assisted by an assigned school staff member after having received proper yearly training which will be scheduled by the Head of School. Such action is subject to the school administrative office having received and filed with the student's health record the following:

A. A written statement from the prescribing physician detailing the method of taking, the dosage, and the occasion for taking. This statement shall specifically state that the medication is not routine medication, the medication is first aid, and that it may be life-saving.

B. A written authorization (request) from the parent or guardian of the pupil, assuming the full responsibility for same, and indicating a desire that the school personnel assist the pupil in the manner set forth in the physician's statement.

1. Any pupil required to take emergency medication will be encouraged to administer the medication to self as directed by the physician and will give the school a written statement from the physician that they have been instructed in the administration of the injection and are able to give it to self.

2. In the event of a field trip or activities off school grounds, a parent or designee trained in appropriate action must accompany the student should the injection of medication become necessary.

C. If emergency medication by injection is administered to a student, the student shall be immediately transported to a hospital or doctor for evaluation.

*Statutory Reference: ED. 311:02 (d)*

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

## **WELLNESS**

*Seacoast Charter School* is committed to providing a school environment that promotes and protects children's health, well-being, and ability to learn by supporting healthy eating and physical activity.

DATE:  
Adopted: 5/10/16  
Reviewed:  
Revised:  
Cancellation:

**DEVELOPMENTALLY APPROPRIATE DAILY PHYSICAL ACTIVITY**

Seacoast Charter School recognizes that developmentally appropriate daily physical activity, exercise and physical education are ways to minimize health risks created by chronic inactivity, childhood obesity, and other related health problems. It is recommended that students participate in developmentally appropriate physical activity and exercise for at least 30 to 60 minutes each day as a way to minimize these health risks.

Recommendations are as follows:

- (1) Encourage parents/guardians to support their children’s participation in enjoyable physical activities, and recognize that parents/guardians act as role models for active lifestyles;
- (2) Support special programs such as student and staff walking programs, family fitness events, and events that emphasize lifelong physical activity;
- (3) Integrate health and physical activity across the school curriculum;
- (4) Encourage student-initiated activities that promote inclusive physical activity on a school- wide basis;
- (5) Commit adequate resources that include program funding, personnel, safe equipment, and facilities;
- (6) Provide professional development opportunities for school staff that will assist them to effectively promote enjoyable and lifelong physical activity among youth, and that will assist school staff to recognize their influence as role models for active lifestyles;
- (7) Establish relationships with community recreation and youth sports programs and agencies to coordinate and complement physical activity programs;
- (8) Encourage physical activity recess periods
- (9) Institute a tracking and evaluation method to ensure that all students are engaging in developmentally appropriate daily physical activity.

**Legal References:**

*RSA 189:11-a, Food and Nutrition Programs*

*NH Code of Administrative Rules, Section Ed 306.04(a)(15), Daily Physical Activity NH Code of Administrative Rules, Section Ed 306.04(l), Daily Physical Activity*

*NH Code of Administrative Rules, Section Ed 310, Daily Physical Activity*

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**SUICIDE PREVENTION AND RESPONSE*****Category: Priority/Required by Law***

The School Board and staff are committed to protecting the health, safety and welfare of its students and school community. This policy supports federal, state and local efforts to provide education on youth suicide awareness and prevention; to establish methods of prevention, intervention, and response to suicide or suicide attempt (“postvention”); and to promote access to suicide awareness, prevention and postvention resources.

A. School Suicide Prevention Plan and Biennial Review. The Head of School, in coordination with the Health and Safety Committee, shall develop and provide to the Board for approval, a coordinated written School Suicide Prevention Plan (the “Plan”) to include guidelines, protocols and procedures with the objectives of prevention, risk assessment, intervention and response to youth suicides and suicide ideation.

1. Specific Requirements for Plan Terms: The School Suicide Prevention Plan shall include terms relating to:

- a) Suicide prevention (risk factors, warning signs, protective factors)
- b) Response to in-or-out-of-school student suicides or suicide attempts;
- c) Student education regarding safe and healthy choices, coping strategies, recognition of risk factors and warning signs of mental disorders and suicide; and help seeking strategies;
- d) Training of staff, designated volunteers, and contracted personnel on the issues of youth suicide risk factors, warning signs, protective factors, response procedures, referrals, post-intervention and resources available within the school and community;
- e) Confidentiality considerations;
- f) Designation of any personnel, in addition to the School Suicide Prevention Coordinator to act as points of contact when students are believed to be at an elevated risk of suicide;
- g) Information regarding state and community resources for referral, crisis intervention, and other related information;
- h) Dissemination of the Plan or information about the Plan to students, parents, faculty, staff, and school volunteers;
- i) Promotion of cooperative efforts between Seacoast Charter School and its community suicide prevention program personnel;

2. Biennial Review: No less than once every two years, the Head of School, in consultation with the School Suicide Prevention Coordinator and with input and evidence from community health or suicide prevention organizations, and guidance personnel, shall update the School Suicide Prevention Plan, and present the same to the Board for review.

Such Plan updates shall be submitted to the Board in time for appropriate budget consideration.

**B. Suicide Prevention Coordinator**

1. The Head of School shall appoint a School Suicide Prevention Coordinator, who, under the direction of the Head of School shall be responsible for:

- a) developing and maintaining cooperative relationships with and coordination efforts between the School and community suicide prevention programs and personnel;
- b) annual updating of (i) State and community crisis or intervention referral information, and (ii) names and contact information of Suicide Prevention Coordinator, for inclusion in student handbooks and on the School's website;
- c) developing - or assisting individual teachers with the development – of age appropriate student educational programming, such that all students receive information in the importance of safe and healthy choices and coping strategies, recognizing risk factors and warning signs of mental disorders and suicide in oneself and others, and providing help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help;
- d) developing or assisting in the development of the annual staff training required under section C of this policy;
- e) Such other duties as referenced in this Policy or as assigned by the Head of School.

C. Annual Staff Training. The Head of School shall assure that beginning with the 2020-21 school year, all school building faculty and staff, designated volunteers, and any other personnel who have regular contact with students, including contracted personnel or third-party employees, receive at least two hours of training in suicide awareness and prevention. Such training may include such matters as youth suicide risk factors, warning signs, protective factors, intervention, response procedures, referrals, and postvention and local resources.

D. Dissemination. Student handbooks and the School's website will be updated each year with the contact information for the Suicide Prevention Coordinator, State and community crisis or intervention referral intervention resources. The School Suicide Prevention Plan will be made available on the School's website.

**Legal References:**

*RSA 193-J: Suicide Prevention Education*

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### **NEWS MEDIA RELATIONS**

The Board encourages a policy of sound relations with the press and other communication media in the community and surrounding geographical area. The Head of School shall plan for periodic releases to the press and other communication media, which will provide information to the community concerning the Seacoast Charter School and various phases of the school program.

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### PUBLIC COMPLAINTS

The Board believes that complaints and grievances are best handled and resolved by the parties directly concerned. Therefore, the proper channeling of complaints involving instruction, school rules and/or curriculum will be as follows:

1. Teacher/Staff
2. Head of School
3. Board of Trustees

Any complaint presented to the Board about the aforementioned shall be referred back through proper administrative channels. The Board will not hear complaints from individuals until such complaints have first been brought forth through the appropriate and applicable administrative procedures. Exceptions to this provision are for complaints that relate solely to Board actions or Board operations.

In the event a complaint is made directly to an individual Board member, the procedure outlined below shall be followed:

1. The Board member shall refer the person making the complaint to the Head of School for investigation. The Head of School may delegate the investigation to the appropriate staff member.
2. If the member of the public will not personally present the complaint to the Head of School, the Board member shall then ask that the complaint be written and signed. The Board member will then refer the complaint to the Head of School for investigation.
3. In the event the person making a complaint feels that a satisfactory reply has not been received from the Head of School, s/he may request that the Board hear the complaint. The Board will hear the complaint only by majority vote. If the Board does hear and act upon the complaint, all Board decisions will be final.

*\*Board correspondence is considered a public record and subject to New Hampshire's Right-to-Know law, RSA 91:A, with limited exceptions as outlined in the law.*

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### **ADVERTISING IN THE SCHOOL**

Neither the facilities, the name, the staff, nor the children of the Seacoast Charter School, nor any part thereof shall be employed in any manner for advertising or otherwise promoting the interests of any commercial or other non-school agency or organization, except that;

The school may cooperate in furthering the work of any non-profit, community-wide social service agency, provided that such cooperation does not restrict or impair the educational program of the school.

The school may use films or other educational materials bearing only simple mention of the producing or sponsoring firm.

The school may participate in radio or television programs under acceptable commercial sponsorship when such participation is supplementary or beneficial to the program of the school.

The Head of School may, at his/her discretion, announce or authorize to be announced, any lecture or other community activity of particular educational merit.

The schools may, upon approval of the Head of School, cooperate with any governmental agency in promoting activities in the general public interest which are non-partisan and non-controversial and which promote the education or the best interests of the pupils.

Promotional literature will not be distributed through the schools except for recognized educational and youth-oriented organizations.

The Board of Trustees recognizes that marketing activities, including advertising and corporate sponsorship arrangements, can provide a potential source of additional revenue for the district which could enhance student achievement; assist in the maintenance and/or expansion of music/art and activity programs; and otherwise assist the district in continuing to provide high quality services.

Among venues and media that may be considered for advertising and corporate sponsorship programs are signage, district and/or school level publications, banners, email and Internet web sites or any other means approved by administration.

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**Restrictions**

All advertising and corporate sponsorship programs will be subject to certain restrictions in keeping with community values and contemporary standards of good taste and will seek to model and promote positive values for students. To that end, such programs may not:

1. Promote the use of controlled substances, alcohol, tobacco, firearms, or other products or services that constitute violations of law or of district policies
2. Promote hostility, disorder or violence, or attack any ethnic, racial or religious group
3. Promote, favor or oppose the candidacy of any person for election or any ballot issue submitted at an election
4. Advance any religious or political organization or point of view
5. Detract from the mission and educational goals of the Seacoast Charter School
6. Use the school logo or links to the SCS homepage without prior approval from the Head of School
7. Exploit students and/or district staff members (e.g., no students or staff members subjected to sales pitches or used as sales agents)
8. Require minimum sales quotas

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**VISITORS TO THE SCHOOL**

All persons, other than staff and pupils enrolled in the school, who may come to the school for any reason during the school day, are considered visitors and must report and sign in at the school office, where they will receive a Visitor's Pass. A visitor (a person not employed by the school system) must report to the school office and receive permission to be on the school grounds.

Persons wishing to meet with a teacher for the purpose of discussing a particular problem shall do so only at a time when it does not interrupt the normal school program. Persons wishing to make such arrangements may do so by securing an appointment with the teacher through the office of the Head of School or by direct contact with the teacher.

No person shall visit a school without first reporting to the office as to the purpose and place of the visit. All visitors must sign out upon completion of the visit.

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