



LAKE VIEW CHARTER SCHOOL

**Regular Scheduled Board Meeting
Lake View Charter School
November 20, 2019 – 5:00 pm
285 E 5th Street
Chico CA 95926**

AGENDA

1. Call to Order
2. Public Comments
3. Approval of the Agenda
4. Closed Session – Potential Litigation
5. Principals Report
 - a. Enrollment
 - b. SB 126
6. Discussion on the Summary of Insurance Coverage
7. Discussion and Potential Action on the December Board Meeting Date
8. Discussion and Potential Action on the Board Meeting Minutes
9. Discussion and Potential Action on the October Financials
10. Discussion and Potential Action on the First Interim Report
11. Discussion and Potential Action on the Conflict of Interest Code
12. Discussion and Potential Action on the Resolution of the Board of Directors of the
Lake View Charter School Joining the California Charter Schools Joint Powers
Authority
13. Discussion and Potential Action on the Healthy Youth Act Curriculum
14. Discussion and Potential Action on the Non-Compliance Policy
15. Discussion and Potential Action on the Investigation Process Regarding Residency
16. Discussion and Potential Action on the Withdrawal Policy and Disenrollment Letter
17. Discussion and Potential Action on the Vendor Agreements
18. Discussion and Potential Action on the Promotion, Acceleration and Retention Policy
19. Discussion and Potential Action on the FERPA Directory and Opt Out Information
Policy
20. Discussion and Potential Action on the Identification of Individuals for 504 Policy



LAKE VIEW CHARTER SCHOOL

21. Discussion and Potential Action on the Identification of Individuals for Special Education Policy
22. Discussion and Potential Action on the Individual Education Program Policy
23. Discussion and Potential Action on the Individual Education Program Administrative Regulation
24. Discussion and Potential Action on the Procedural Safeguards and Complaint Policy
25. Discussion and Potential Action on the Procedural Safeguards and Complaint Administrative Regulation
26. Discussion and Potential Action on the Transportation for Students with Disabilities Policy
27. Discussion and Potential Action on the Suspension and Expulsion Policy
28. Discussion and Potential Action on the Teacher Certification Policy
29. Discussion and Potential Action on the EL Plan
30. Discussion and Potential Action on the Appointment of Board Members
31. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Lake View Charter School Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 818-207-3837 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

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Date Published: 03/05/2019 09:00 PM

Senate Bill No. 126**CHAPTER 3**

An act to add Section 47604.1 to the Education Code, relating to charter schools.

[Approved by Governor March 05, 2019. Filed with Secretary of State March 05, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 126, Leyva. Charter schools.

(1) The Ralph M. Brown Act requires that all meetings of the legislative body, as defined, of a local agency be open and public and all persons be permitted to attend unless a closed session is authorized. The Bagley-Keene Open Meeting Act requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Ralph M. Brown Act, unless the charter school is operated by an entity governed by the Bagley-Keene Open Meeting Act, in which case the charter school would be subject to the Bagley-Keene Open Meeting Act, except as specified.

This bill would require specified charter schools or entities managing charter schools to hold meetings in specified locations. The bill would prohibit a meeting of the governing body of a charter school to discuss items related to the operation of the charter school from including the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

(2) The California Public Records Act requires state and local agencies to make their records available for public inspection and to make copies available upon request and payment of a fee unless the records are exempt from disclosure.

This bill would expressly state that charter schools and entities managing charter schools are subject to the California Public Records Act, except as specified.

(3) Existing law prohibits certain public officials, including, but not limited to, state, county, or district officers or employees, from being financially interested in any contract made by them in their official capacity or by any body or board of which they are members, except as provided.

This bill would expressly state that charter schools and entities managing charter schools are subject to these provisions, except that the bill would provide that an employee of a charter school is not disqualified from serving as a member of the governing body of the charter school because of that employment status. The bill would require a member of the governing body of a charter school who is also an employee of the charter school to abstain from voting on, or influencing or attempting to influence another member of that body regarding, any matter uniquely affecting that member's own employment.

(4) The Political Reform Act of 1974 requires every state agency and local governmental agency to adopt a conflict-of-interest code, formulated at the most decentralized level possible, that requires designated employees of the agency to file statements of economic interest disclosing any investments, business positions, interests in real property, or sources of income that may foreseeably be affected materially by any governmental decision made or participated in by the designated employee by virtue of that employee's position.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Political Reform Act of 1974, except as specified.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 47604.1 is added to the Education Code, to read:

47604.1. (a) For purposes of this section, an "entity managing a charter school" means a nonprofit public benefit corporation that operates a charter school consistent with Section 47604. An entity that is not authorized to operate a charter school pursuant to Section 47604 is not an "entity managing a charter school" solely because it contracts with a charter school to provide to that charter school goods or task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decisionmaking authority.

(b) A charter school and an entity managing a charter school shall be subject to all of the following:

(1) The Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), except that a charter school operated by an entity pursuant to Chapter 5 (commencing with Section 47620) shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) regardless of the authorizing entity.

(2) (A) The California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(B) (i) The chartering authority of a charter school shall be the custodian of records with regard to any request for information submitted to the charter school if either of the following apply:

(I) The charter school is located on a federally recognized California Indian reservation or rancheria.

(II) The charter school is operated by a nonprofit public benefit corporation that was formed on or before May 31, 2002, and is currently operated by a federally recognized California Indian tribe.

(ii) This subparagraph does not allow a chartering authority to delay or obstruct access to records otherwise required under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(3) Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code.

(4) (A) The Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(B) For purposes of Section 87300 of the Government Code, a charter school and an entity managing a charter school shall be considered an agency and is the most decentralized level for purposes of adopting a conflict-of-interest code.

(c) (1) (A) The governing body of one charter school shall meet within the physical boundaries of the county in which the charter school is located.

(B) A two-way teleconference location shall be established at each schoolsite.

(2) (A) The governing body of one nonclassroom-based charter school that does not have a facility or operates one or more resource centers shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside.

(B) A two-way teleconference location shall be established at each resource center.

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

(5) This subdivision does not limit the authority of the governing body of a charter school and an entity managing a charter school to meet outside the boundaries described in this subdivision if authorized by Section 54954 of the Government Code, and the meeting place complies with Section 54961 of the Government Code.

(d) Notwithstanding Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, an employee of a charter school shall not be disqualified from serving as a member of the governing body of the charter school because of that employee's employment status. A member of the governing body of a charter school who is also an employee of the charter school shall abstain from voting on, or influencing or attempting to influence another member of the governing body regarding, all matters uniquely affecting that member's employment.

(e) To the extent a governing body of a charter school or an entity managing a charter school engages in activities that are unrelated to a charter school, Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code), the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code) shall not apply with regard to those unrelated activities unless otherwise required by law.

(f) A meeting of the governing body of a charter school to discuss items related to the operation of the charter school shall not include the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

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EVIDENCE OF COVERAGE BOUND

THE EVIDENCE OF COVERAGE BOUND BELOW HAVE BEEN ISSUED TO THE NAMED MEMBER LISTED HEREIN FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY AGREEMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS DECLARATION OF COVERAGE AND LIMITS MAY PERTAIN. THE COVERAGE AFFORDED UNDER THE COVERAGE AREAS LISTED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS, AND EXCLUSIONS ESTABLISHED IN THE MEMORANDUM OF COVERAGE AND/OR APPLICABLE POLICIES. LIMITS SHOWN MAY BE OR HAVE BEEN REDUCED BY PAID CLAIMS FOR THE COVERAGE PERIOD INDICATED.

Effective Date: July 1, 2019 12:01 AM - July 1, 2020 12:01 AM

Named Member:

Inspire Charter Schools, DBA Hope Charter Academy
1740 Huntington Drive, Suite 205
Duarte, CA 91010

Coverage Provided by (CP):

Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

Core Liability Program

Coverage Limits: \$30,000,000 Per Member Aggregate

The Core Liability Program breaks down as follows:

CP	COVERAGES	SCHEDULE OF LIMITS
A,V, L	<p><u>Directors & Officers, Employment Practices, and Fiduciary Liability *</u></p> <p>Directors & Officers Liability (D&O) Deductible: \$100,000 per claim Continuity Date: 03/06/2015</p> <p>Employment Practices Liability (EPL) Deductible: \$100,000 per claim Continuity Date: 03/06/2015</p> <p>Fiduciary Liability Deductible: \$0 Continuity Date: 03/06/2015</p>	<p>\$2,000,000 per claim/aggregate</p> <p>\$2,000,000 per claim/aggregate</p> <p>\$1,000,000 per claim/aggregate</p>
A,H	<p><u>General Liability</u></p> <p>Deductible: \$500 per occurrence for losses arising out of participation in <i>High Risk Activities</i>**</p> <p>General Liability includes Damage to Premises Rented, Products-Completed Operations, and Personal and Advertising Injury</p> <p>Premises Medical Payment Sublimit</p> <p><u>Employee Benefits Liability</u></p> <p><u>Educator's Legal Liability</u></p> <p>Deductible: \$2,500 per occurrence</p> <p>IEP (Individualized Educational Program) Defense Sublimit Deductible: \$7,500 per occurrence</p> <p><u>Sexual Abuse Liability</u></p> <p><u>Law Enforcement Activities Liability</u></p>	<p>\$2,000,000 per occurrence</p> <p>\$10,000 per person sublimit \$50,000 per occurrence sublimit</p> <p>\$2,000,000 per occurrence</p> <p>\$2,000,000 per occurrence</p> <p>\$50,000 per occurrence/aggregate sublimit</p> <p>\$2,000,000 per occurrence</p> <p>\$2,000,000 per occurrence</p>

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	<p><u>Automobile</u> Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos</p> <p>Auto Liability Uninsured/Underinsured Sublimit Automobile Medical Payment Sublimit</p> <p>Auto Physical Damage Deductible: \$500 per occurrence for Hired auto Physical Damage</p>	<p>\$2,000,000 per occurrence</p> <p>\$1,000,000 per occurrence sublimit</p> <p>\$10,000 per person sublimit \$50,000 per occurrence sublimit</p> <p>\$1,000,000 per occurrence</p>
B,C, H,R, W	<p><u>Excess Reinsurance</u> Applies to the following coverage areas:</p> <ul style="list-style-type: none"> General Liability, <u>excluding</u> Damage to Premises Rented Employee Benefits Liability Educator's Legal Liability, <u>excluding</u> IEP Defense sublimit Sexual Abuse Liability*** Law Enforcement Activities Liability Automobile Liability, <u>excluding</u> Auto Physical Damage D&O and EPL <u>excluding</u> Fiduciary Liability 	<p>\$28,000,000 per occurrence/claim based on underlying coverage</p> <p>\$28,000,000 aggregate</p> <p>Note: Coverage over the underlying \$2,000,000 to make a total of \$30,000,000</p>

*****New Requirement:** Sexual Abuse Prevention Training by CharterSAFE & Child Abuse Mandated Report Training for all employees is **REQUIRED** to be completed within 90 days of CCS JPA implementation of the training to maintain the full \$30,000,000 limit for sexual abuse liability. If training is not completed within the 90 days, the maximum sexual abuse liability limit is \$10,000,000 per occurrence and aggregate.

Crime		
A	<p><u>Crime</u> Monies and Securities Deductible: \$500 per occurrence</p> <p>Computer & Funds Transfer Fraud Deductible: \$500 per occurrence</p> <p>Forgery or Alteration Deductible: \$500 per occurrence</p> <p>Employee Dishonesty Deductible: Varies*</p>	<p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p>
<p>*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.</p>		

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Property		
A,F, G,I, K,O, V,X, Y	<p><u>Property</u></p> <p>Valuation: Replacement Cost</p> <p>Total Insured Value: (Building Value + Content Value + EDP)</p> <p>Deductible: \$1,000 per occurrence*</p> <p>Building (including tenant improvements and betterments)</p> <p>Personal Property - Contents & Electronic Data Processing</p> <p>Builder's Risk - As scheduled with CharterSAFE for projects over \$200,000</p> <p>Boiler and Machinery / Equipment Breakdown</p> <p>Business Interruption - \$10,000,000</p> <p>Extra Expense - \$10,000,000</p>	<p>As scheduled with CharterSAFE subject to the maximum limit of \$150,000,000 per occurrence.</p> <p>See "Exposures & Locations" section</p>
<p>*WATER DAMAGE Deductible is subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims at the location of loss on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.</p>		

Student & Volunteer Accident		
A,S	<p><u>Student Accident and Volunteer Accident</u></p> <p>Deductible: \$500 per incident for losses arising out of participation in <i>High Risk Activities</i>**</p> <p>Student Accident</p> <p>Volunteer Accident</p>	<p>\$50,000 per incident</p> <p>\$25,000 per incident</p>

Additional Program Coverages		
A,M	<p><u>Pollution Liability and First Party Remediation</u></p> <p>Deductible: \$10,000 per occurrence</p>	<p>\$1,000,000 per pollution condition</p> <p>\$5,000,000 aggregate for all CharterSAFE members combined</p>
A,Q, P	<p><u>Terrorism Liability*</u></p>	<p>\$5,000,000 per occurrence/aggregate for all CharterSAFE members combined</p>
A,Q, P	<p><u>Terrorism Property</u></p> <p>Deductible: \$1,000 per occurrence</p> <p>Total insured Value (Building Value + Content Value + EDP)</p>	<p>As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence.</p> <p>See "Exposures & Locations" section</p>
A,N	<p><u>Cyber Liability*</u></p> <p>Deductible: \$2,500 per claim</p>	<p>\$1,000,000 per claim</p> <p>\$5,000,000 aggregate for all CharterSAFE members combined</p>

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Workers' Compensation

A,U	<u>Workers' Compensation</u> Workers' Compensation Workers' Compensation rate: \$0.908 per \$100 of payroll Employer's Liability	Statutory \$5,000,000 per accident \$5,000,000 per disease per employee \$5,000,000 per disease policy limit
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* Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported during the Period of Coverage.

** A list of High Risk Activities is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-394-6547) from CharterSAFE's Risk Management Team.

The Evidence of Coverage Bound is issued as a matter of information only to Named Members for their internal use and confers no rights upon any viewer of this Evidence of Coverage Bound other than those provided for in the Memorandum of Coverage and/or applicable policies. This Evidence of Coverage Bound does not amend, extend, or alter the coverage described within the Memorandum of Coverage and/or applicable policies and may only be copied, printed, used, and viewed by the Named Member. Any other use, duplication, or distribution of this Evidence of Coverage Bound without the prior written consent of CharterSAFE is prohibited.



LAKE VIEW CHARTER SCHOOL

Regular Scheduled Board Meeting- Lake View Charter School
October 23, 2019 – 5:00 pm
285 E 5th Street, Chico CA 95926

Attendance: Lindsay Mower, Billie Adkins
Absent: Anissa Pannell
Also Present: Bryanna Brossman, Julie Haycock

Call to Order:

Lindsay Mower called the meeting to order at 5:00 pm.

Public Comments:

None.

Approval of the Agenda:

Lindsay Mower motioned to approve the Agenda. Billie Adkins seconded.
-Unanimous.

Closed Session:

Lindsay Mower motioned to enter into Closed Session at 5:01 pm Billie Adkins seconded.
-Unanimous

Lindsay Mower motioned to exit Closed Session at 5:40 pm. Billie Adkins seconded/
-Unanimous

No action was taken in closed session.

Principals Report:

The board received an update from the Principal on the following:

- Enrollment

Discussion and Potential Action on the Board Meeting Minutes:

Lindsay Mower motioned to approve the Board Meeting Minutes. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the August - September Financials:

Lindsay Mower motioned to approve the August - September Financials. Billie Adkins seconded.
-Unanimous.



LAKE VIEW CHARTER SCHOOL

Discussion and Potential Action on Bank Account Check Signers:

Lindsay Mower motioned to approve the Bank Account Check Signers. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Staff Handbook:

Lindsay Mower motioned to approve the Staff Handbook. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the MOU with outside Charter Schools:

Lindsay Mower motioned to approve the MOU with other Schools with the provision that the MOU will reviewed to ensure that any updates that need to be made can be made and brought back to the board for an update and approval. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Residency Policy:

Lindsay Mower motioned to approve the Residency Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the 9th Grade Math Placement Policy:

Lindsay Mower motioned to approve the Math Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Title IX Policy:

Lindsay Mower motioned to approve the Title IX Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Independent Study Policy:

Lindsay Mower motioned to approve the Independent Study Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Instructional Funds Policy:

Lindsay Mower motioned to approve the Instructional Funds Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Homeless Education Policy:

Lindsay Mower motioned to approve the Homeless Education Policy. Billie Adkins seconded.
-Unanimous.



LAKE VIEW CHARTER SCHOOL

Discussion and Potential Action on the Anti-Harassment Policy:

Lindsay Mower motioned to approve the Anti-Harassment Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Whistleblower Policy:

Lindsay Mower motioned to approve the Whistleblower Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Universal Complaint Policy:

Lindsay Mower motioned to approve the Universal Complaint Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Universal Complaint Administrative Regulation:

Lindsay Mower motioned to approve the Universal Complaint Administrative Regulation. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Charter School Documents Policy:

Lindsay Mower motioned to approve the Charter School Documents Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Suicide Prevention Policy:

Lindsay Mower motioned to approve the Suicide Prevention Policy. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Extended School Year Dates:

Lindsay Mower motioned to approve the Extended School Year Dates. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Testing Representative:

Lindsay Mower motioned to approve the Testing Representative. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Vendor Agreement:

Lindsay Mower motioned to approve the Vendor Agreement. Billie Adkins seconded.
-Unanimous.



LAKE VIEW CHARTER SCHOOL

Discussion and Potential Action on the Comprehensive School Safety Plan:

Lindsay Mower motioned to approve the Comprehensive School Safety Plan. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the EL Plan:

Lindsay Mower motioned to approve the EL Plan. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the Conflict of Interest Code:

Lindsay Mower motioned to approve the Conflict of Interest Code. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the MOU with Lake View Elementary:

Lindsay Mower motioned to approve the MOU with Lake View Elementary. Billie Adkins seconded.

-Unanimous.

Adjournment:

Lindsay Mower motioned to adjourn the meeting at 6:54 pm. Billie Adkins seconded.

-Unanimous.

Prepared by:
Bryanna Brossman

Noted by:

Billie Adkins
Board Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF
LAKE VIEW CHARTER SCHOOL TENTATIVELY
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, Lake View Charter School (the “School”) is a California nonprofit public benefit corporation that operates a public charter school authorized by Lake Elementary School in Glenn County; and

WHEREAS, the Board of Directors (“Board”) seeks to adopt the FPPC’s model Conflict of Interest Code as set forth in California Code of Regulations, Title 2, Section 18730.

NOW, THEREFORE, the Board hereby finds, resolves, and orders as follows:

Section 1. The Conflict of Interest Code, in the form attached as Attachment A, is tentatively adopted and promulgated and supersedes all prior draft Conflict of Interest Codes.

Section 2. The Principal or her designee is directed to open a 45-day public comment period by posting a Notice of Intention to Adopt a Conflict of Interest Code on the School’s public website and notifying each individual affected by the proposed Conflict of Interest Code by providing a copy of the Notice to each individual, or posting the Notice on the School’s intranet or employee bulletin board.

Section 3. The Conflict of Interest Code shall become effective upon:

- a. Final approval by this Board following the public comment period and after a public hearing, if requested; and
- b. Approval by the Glenn County Board of Supervisors as the code reviewing body.

Section 4. Upon final approval by this Board, the Principal or her designee is directed to submit the Conflict of Interest Code in the required format, as well as any other required documents, to the Glenn County Board of Supervisors for approval.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Lake View Charter School, a California nonprofit public benefit corporation, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Lake View Charter School, which was duly held on _____, 2019, at which all the members of the Board of Directors had due notice and at which a quorum was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand this _____ day of _____, 2019.

Secretary, Lake View Charter School

ATTACHMENT A
CONFLICT OF INTEREST CODE AND APPENDICES
OF LAKE VIEW CHARTER SCHOOL

[See Attached]

LAKE VIEW CHARTER SCHOOL

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby adopted and incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for Lake View Charter School. This code shall take effect when approved by the Glenn County Board of Supervisors, and shall thereupon supersede any and all prior such codes adopted by Lake View Charter School, but shall supplement any conflict of interest policies adopted in compliance with the laws governing nonprofit corporations.

Individuals holding designated positions shall file statements of economic interests with the Secretary of Lake View Charter School. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these statements to the Clerk of the Glenn County Board of Supervisors. Original statements for all other designated employees shall be retained by the Secretary. All retained statements shall be available for public inspection and reproduction. (Government Code § 81008.)

APPENDIX A

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
President/CEO	1, 2
Principal/Superintendent	1,2
Assistant Director(s)	3
Verification Specialists	3
Teachers	3
Regional Coordinators	3
Senior Director of Special Education	3
Regional Director of Special Education	3
Assistant Director of Special Education	3

The Principal or designee may determine in writing that a particular consultant or newly created position as set forth in 2 Cal. Code Regs. § 18219, that makes or participates in the making of decisions that may foreseeably have a material effect on any financial interest is hired to perform a range of duties that is limited in scope and thus the broadest disclosure is not necessary. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Principal or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by Lake View Charter School.

Category 2 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by Lake View Charter School.

Category 3 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by the designated person's department, including, for example, vendors providing such goods or services to be utilized in the instruction of students.

RESOLUTION OF BOARD OF DIRECTORS OF THE LAKE VIEW CHARTER SCHOOL
JOINING THE CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of the Lake View charter school (“School”) to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

WHEREAS, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lake View charter school:

1. The Lake View charter school agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and
2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.
3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.
4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair/President

ATTEST:

Clerk/Secretary

AB 2601 (2018) amended the California Healthy Youth Act (CHYA) to require that charter schools in California provide students with inclusive and comprehensive sexual health education and HIV prevention education (Education Code §§ 51930-51939). CHYA education must be provided at least once in middle school and at least once in high school. At our school, 8th grade (middle school) and 9th grade (high school). The law additionally requires instruction be inclusive of all genders, sexual orientations, abilities, races, and cultural backgrounds and present medically accurate and unbiased information.

The school will send a letter to parents/guardians that explains their right to review the curriculum prior to instruction and their right to excuse their child from the instruction. The letter includes the following information:

- Comprehensive sexual health and HIV prevention instruction is provided by trained classroom teachers or community-based health educators.
- All content complies with California Healthy Youth Act and CA Education Code requirements.
- When the instruction will be implemented at their child's school.
- Where parents/guardians can review instructional materials at their child's school.
- That parents/guardians may notify the school in writing if they wish to excuse their child from the instruction.

Parents or guardians may excuse their child from the sexual health instruction for this school year by providing a written note in their preferred language to their child's teacher. The note should simply state that they are excusing their child from the instruction, include their child's name, and be signed by the parent or guardian. There is no need for any explanation or reason to be stated in this note.

Districts may choose a curriculum to use to meet the requirements of the new law. The school will use ***Rights, Respect, Responsibility*** (3Rs). This is a comprehensive sexual health curriculum that complies with [the State of California's CA Healthy Youth Act](#) requirements. This curriculum was vetted by a team of experts prior to being approved by our program's Sexual Health Education Advisory Team. The 3Rs lessons were authored by [Advocates for Youth](#), who is funded and supported by the Centers for Disease Control and Prevention and who collaborates with the California Department of Education to implement medically accurate sexuality education statewide. This curriculum is open for [public review](#).



Non-Compliance Policy and Procedures

Lake View Charter School is committed to ensuring students are appropriately engaged in learning, particularly as it correlates to attendance reporting. After the Non-Compliance Process has been seen through, it may be determined that Independent Study is not the best educational placement for the student and as such, the student may be Administratively Withdrawn.

The purpose of the Lake View Charter School Governing Board approving this Non-Compliance Policy is to accomplish the following:

1. Outline the Non-Compliance Process
 2. Outline the Student's Responsibility to complete Work/Progress, Assignments/Work Samples, and/or Student Activity Logs
 3. Outline the Parent's and Student's Responsibility to Schedule and Attend Monthly Learning Periods
 4. Establish Communication Requirements for the Home School Teacher (HST).
 5. Outline the Non-Compliance Procedures
 6. Outline the Procedures for the HST when sending the First Non-Compliance Letter
 7. Outline the Procedures for the HST when sending the Second Non-Compliance Letter
 8. Outline the Procedures for the Administrative Conference Call
 9. Establish the Non-Compliance Timeline/Checklist
-
1. **Non-Compliance Process:** The school's Non-Compliance Process can be engaged if a student/family is found to have one or more of the following:
 - Two (2) missing assignments during any period of twenty (20) school days
 - One or more missing Work Samples
 - One or more missing Student Activity Logs (Attendance Logs)
 - Missed or not scheduled one or more monthly learning period or other meetings.
 - Has not responded to their Homeschool Teacher after three sets of attempts (phone and email) over the course of six school days.
 2. **Student Work/Progress, Assignments/Work Samples, Student Activity Logs:** It is required that all Homeschool Teachers (HSTs) review and affirm student learning and collect Student Activity Logs and Work Samples every twenty school days. It is also required that all HQTs, monitor work completion and progress for High School Students, if using an HQT. When any pupil fails to complete two (2) assignments during any period of twenty (20) school days, or has missed one or more work samples, the HST should then start the Compliance Process.
 3. **Monthly Learning Period or Other Meetings:** It is the parent's and student's responsibility to make every effort to schedule and attend monthly learning period meetings every twenty school days. If the meeting is not successfully scheduled or held after two or more attempts it could be determined that the family has not met the school's meeting expectations and the HST

should start the Non-Compliance Process.

4. **Communication Requirements of the Home School Teacher:** HSTs will keep positive and open lines of communication with each family. HSTs will follow a communication pattern with a pairing of a phone call, email message, and document in Contact Manager. If an initial communication pair (#1) is not responded to within two school days, the HST will attempt to reach the family again with another communication pair (#2). If the second communication pair is not successful, the HST will attempt a third communication pair (#3) and start the Compliance Process by sending Non-Compliance Letter #1.
5. **Non-Compliance Procedures:** The compliance procedure can include two compliance letters and one Administrative Conference call. If after the Administrative Conference call the student fails to meet expectations, the student will be withdrawn from the school for at minimum, one academic school year.
6. **First Non-Compliance Letter:** Should any of the items listed in the Non-Compliance Process occur and there have been three Communication Pairs attempted, upon the third attempt, the HST will:
 - Send Non-Compliance Letter #1 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.
 - Talk with the family to see what the issues/concerns are on both sides as well as develop a plan to support the student and resolve any issues.
 - Hold all Instructional Funds until the family is compliant.
7. **Second Non-Compliance Letter:** Without satisfactory resolution or response to the issues described in the Non-Compliance Letter #1 within five school days, the HST will:
 - Attempt to call and email the family (Communication Pair #4)
 - Determine a day and time to schedule an Administrative Conference Call with the parent(s)/guardian(s), HST, and Sr. Director, to be specified in Non-Compliance Letter #2. Date should be no sooner than the 6th school day from the date of the letter.
 - Send Non-Compliance Letter #2 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.

Letter #2 gives the family the opportunity to communicate and work with their HST to address and problem-solve the issues of concern. Should the family fail to communicate to their HST within five school days from the date the letter was sent, the parent/guardian must either communicate and resolve the indicated issues with their HST or attend the Administrative Phone Conference as scheduled in the letter.

8. **Administrative Conference Call:** Without satisfactory resolution to the issues/concerns, the HST will:
 - Send out a conference call number to all participants.
 - Attempt to remind/confirm the parent/guardian of the call via phone and email.

Document the communication in the Contact Manager.

- Document date the Administrative Conference Call was held including a brief summary of the outcome in the Contact Manager.

A team composed of Parent(s)/Guardian(s), HST, and a Director must be present on the Administrative Conference Call. During this time the team will work towards resolution of the issues/concerns as well as determine if this is the best placement for the student. School Administration may determine the following:

- Independent Study is in the best interest of the student.
- The need to place the student on a student improvement plan.
- The need to implement different strategies to collect compliance documents (Student Activities Logs and or Work Samples).
- Determine that it is not in the student's best interest to remain in our independent study program.

If the Administration finds that this is not in the best interest of the student to remain in independent study, then the student shall be withdrawn from the school by following the procedures in the school's withdrawal policy.

If the student or parent does not attend the Administrative Conference Call, the student could be withdrawn from the school by following the procedures in the school's withdrawal policy.

9. Non-Compliance Timeline/Checklist:

- Concern/Issue Arises
 - The HST will Call & Email Family (Communication Pair #1)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #2)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #3) + Send Non-Compliance Letter #1 (Certified Mail) Hold Instructional Funds*
- Wait 5 School Days
- Resolution– Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #4) + Send Non-Compliance Letter #2 that includes Administrative Conference Call (Certified Mail)*
- Wait 5 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Hold Administrative Conference Call and determine best course of action*
- Follow school withdrawal policy, if applicable*

*Document in Contact Manager



Investigation of Inaccurate, Suspicious or False Addresses for Student Residency

Lake View Charter School may only enroll students that are residents of the State of California and residents of the following counties: Butte. As such, upon enrollment, the student's parent/guardian is required to provide proof of residency, either through presentation of permitted documents establishing residency, an Affidavit to Verify Residency Form, or a Parent Residency Affidavit Form.

If, thereafter, an employee of Lake View Charter School has reason to believe that the address provided by the parent/guardian is incorrect, was falsely reported, or is not longer valid and in line with Lake View Charter School's Residency Policy, every effort shall be made to ascertain the correct information. In order to initiate an investigation, Lake View Charter School's employee must document specific, articulable facts supporting the belief that the parent/guardian has provided false, inaccurate or unreliable evidence of residency.

School staff have the right and obligation to conduct a thorough investigation (due diligence) in order for Lake View Charter School's Principal to take appropriate action.

Such an investigation shall include:

1. Search Lake View Charter School's enrollment database by entering student's, parent's/guardians, names to locate siblings and review their residence information. ·
2. The Lake View Charter School Principal or designee may interview the student(s) for residence information. At no time, however, shall any employee of Lake View Charter School inquire about a student's/family's immigration status.
3. The Lake View Charter School Principal or designee may mail a letter to all known current and previous addresses requesting residency verification. Write or stamp "Do Not Forward-Address Correction Requested" on the envelope so that the letter will be returned to the school with the family's current address. · The new address should be entered into the student information system(s). · If the letter is returned with no forwarding information, the student and their parent/guardian must be contacted to provide new information. If the parent/guardian refuses to provide information the school must immediately initiate the investigative activities outlined above.
4. The Lake View Charter School Principal or designee may conduct a home visit to establish residency at either the current or previous address.
5. The Lake View Charter School Principal or designee may review publicly available documents, in paper form or through an electronic databased, to verify the address of students by a review of property records. This method shall not be used to verify residence

for students living in apartments, under leases or subleases, in foster or probation placements or in homeless situations since this method would not verify these residency situations.

6. The investigation shall not allow for the surreptitious photographing or video-recording of pupils who are being investigated. “Surreptitious photographing or video-recording” means the covert collection of photographic or videographic images of persons or places subject to an investigation. The collection of images is not covert if the technology is used in open and public view.
7. At all times during an investigation, employees and contractors of Lake View Charter School engaged in the investigation shall identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

If a new address and residency is established and located outside of California or the following counties: Butte, the Principal or designee shall follow the policy and procedures providing notice and a right to a hearing identified in Lake View Charter School’s Residency Policy.



Withdrawal Policy

The purpose of the Lake View Charter School Governing Board approving this Withdrawal Policy is to accomplish the following:

1. Establish the Reasons a Student Can Be Withdrawn from Lake View Charter School
2. Outline the Procedures for Withdrawing a Student
3. Establish the Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School
4. Establish the Process for Notifying Parents/Guardians/Educational Rights Holder of the Withdrawal

1. Reasons for a Withdrawal: If Lake View Charter School discovers that a student enrolled in Lake View Charter School is no longer a resident of California, no longer a resident of a county that Lake View Charter School may legally provide educational services to, is concurrently enrolled in a private school, is concurrently enrolled in another public school, is in non-compliance with Lake View Charter School's policies, or otherwise may no longer legally be served by Lake View Charter School, the following procedures shall be followed to withdraw the student from Lake View Charter School.

2. Procedures for Withdrawing a Student: Lake View Charter School shall send the parent/guardian/educational rights holder a notice of the Lake View Charter School's intention to withdraw the student from the School and the reasons for that decision. The notice will be sent at least five days prior to the withdrawal of the student. The notice will inform the parent/guardian that the Education Code provides the parent/guardian/educational rights holder with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil(s) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil(s) have the right to bring legal counsel or an advocate. This notice shall be written in the native language of the pupil or the pupil's parent or guardian, or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder.

This notice will also inform the parent/guardian/educational rights holder that the student's enrichment opportunities and curriculum orders will be put on hold until the hearing is completed.

If the parent/guardian invokes said rights, the Lake View Charter School will not disenroll the pupils until it has reached a final decision. The decision of the School is final and cannot be appealed.

In addition, the parent/guardian will be sent a Charter School Complaint Notice in the form provided by the California Department of Education at www.cde.ca.gov/sp/ch/cscomplaint.asp.

- 3. The Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School:** Lake View Charter School shall not encourage a pupil currently attending the school to disenroll or transfer to another school for any reason, including but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics: pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity or sexual orientation.
- 4. Notification of the Withdrawal:** Once the student has been withdrawn from Lake View Charter School, the parent/guardian/educational rights holder will be notified of the withdrawal and advised to enroll the student immediately in a school that may legally serve that student. A copy of this notice shall be placed in the student's cumulative file. The student's teacher will also be notified of the withdrawal.



Disenrollment Letter

Dear Parent/Guardian/Educational Rights Holder

Please accept this five-day notice of Lake View Charter School's intent to disenroll your children because [insert explanation as to why the kid(s) are being involuntarily disenrolled].

In addition to regular phone and email communication, the following attempts were made to contact you to offer support:

Letter #1 Date: Month XX, 20XX

Letter #2 Date: Month XX, 20XX

Administrative Conference Date: Month XX, 20XX at 00:00 AM/PM

We are obligated to inform you that the Compulsory Education Statute in California, as stated in Cal. Education Code Section 48200, requires that all children between the ages of 6-18 years old have a full-time education, unless they are exempt. We are also obligated to notify your school district of residence of your student's enrollment status.

The Education Code provides you with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which your child(ren) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which your child(ren) have the right to bring legal counsel or an advocate. If you have invoked the right to this hearing, Lake View Charter School will not disenroll your child(ren) until it has reached a final decision. However, until final resolution of the matter, your child(ren)'s enrichment opportunities and curriculum orders will be put on hold.

If you have not invoked the right to a hearing before [6 SCHOOL DAYS LATER], your child(ren) will be disenrolled from Lake View Charter School. If you intend to initiate your rights to a hearing, please inform the undersigned by email of this decision. We will then work to schedule a hearing within a reasonable amount of time.

Additionally, in accordance with California law, I attach a copy of the Charter School Complaint Notice and Form. This form may also be found on Lake View Charter School's website. This notice and form is self-explanatory.

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Lake View Charter School** ("School"), a California nonprofit public corporation and _____ ("Vendor").



RECITALS

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

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

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

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

SECTION 1. TERM and TERMINATION.

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

SECTION 2. SERVICES.

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

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

the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

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

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.
- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It

is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.

- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

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

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

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

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.

- b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification.
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Vendor may not transport students without School's express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School. If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.

SECTION 9. INDEMNIFICATION AND INSURANCE.

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

Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.
- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject

matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

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

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

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

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be

binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

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

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

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

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

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

If to Vendor:

(Please fill in with your information)

Business: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

If to School:

Brooke Peterson

Vendor Administrator

13915Danielson St, #200

Poway, CA 92064

VendorSupport@inspireschools.org

(619) 749-1792

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

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

LAKE VIEW CHARTER SCHOOL

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Detailed List of Vendor Services and Prices

Services Offered:

Grade Level and Price:

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

\$___ per

Semester	
Month	
Week	
Day	

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

\$___ per

Semester	
Month	
Week	
Day	

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

\$___ per

Semester	
Month	
Week	
Day	

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

\$___ per

Cancellation & Refund Policy

Students will be permitted to cancel and/or reschedule services with 24-hour notice. Cancellations are subject to a full refund. Refunds must be submitted to _____.

Name of Owner/Director: _____

Signature: _____ Date: _____



Promotion, Acceleration and Retention Policy

Lake View Charter School is committed to making individual decisions on grade level acceleration based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, when high academic achievement is evident, staff may request a student for acceleration into higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

The purpose of the Lake View Charter School Governing Board approving this Promotion, Acceleration and Retention Policy is to accomplish the following:

1. Outline the Promotion Policy
 2. Outline the Acceleration Policy
 3. Outline the Retention Policy
 4. Outline the Appeals Process for Parents
 5. Establish the Process for IDEA/504 Students
 6. Outline the Charter School Rights
- 1. Promotion Policy: K-8:** Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well-rounded education. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards.

High School: High school students can select courses from a variety of a learning programs. Students will be enrolled in a minimum of 20 credits per semester (4 classes) unless considered a fifth-year senior. If the student is taking courses at a community college, he/she must meet with his/her counselor to obtain approval prior to enrolling in the community college courses.

Required Courses for All High School Grade Levels*:

- English-Language Arts
- Mathematics
- Science
- Social Studies/History

*This depends on the student's individual graduation plan and course progression.

Four-Year Plan for High School Students: Supervising Teachers develop a four-year individual graduation plan (IGP) for each high school student. The IGP will be reviewed by the Guidance Counselor and/or Regional Administrator and revisited annually (unless necessary due to mid-year course changes). The four-year individual graduation plan will include:

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.

- Learning Program
- Student's intended courses
- Courses completed
- Course of Study
- College and/or Career path

2. **Acceleration Policy:** When high academic achievement is evident, a teacher and/or parent may recommend a student for acceleration of courses. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

Mid-Year Grade Level Acceleration Requests: The decision to promote a student mid-year will be made only after careful consideration has been given with regards to serving the academic best interests of the student. Mid-year promotions are approved or denied at the end of the first semester. If a student is promoted at the end of the first semester, he/she should be on target to complete all courses at his/her promoted grade level by the end of the school year. **8th to 9th grade acceleration requests are only considered in the fall semester before the high school add/drop date.** ~~Kindergarten students do not qualify for a mid-year promotion unless they have completed one full year of kindergarten, or will turn 6 in their first grade year by the date set by the state of California.~~

A child who was *not age-eligible* for kindergarten (that is, the child turned five after September 1 in the 2014-15 school year or thereafter) and who attended a California private school kindergarten for a year is viewed by the CDE as *not legally enrolled* in kindergarten, pursuant to EC Section 48000 requirements. Therefore, this child, upon enrollment in public school, is enrolled in kindergarten, assessed, and may (but is not required to) be immediately promoted to first grade if the child meets the following State Board of Education criteria, pursuant to Title 5, Section 200:

- *The child is at least five years of age.*
- *The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate the child's ability.*
- *The child is in the upper 5 percent of the child's age group in terms of general mental ability.*
- *The physical development and social maturity of the child are consistent with the child's advanced mental ability.*
- *The parent or guardian has filed a written statement with the district that approves placement in first grade.*

A statement, signed by the district and parent/guardian, is placed in the official school records for these five-year-olds who have been advanced to first grade (EC Section 48011). This action prevents a subsequent audit exception for first grade placement of an *age-ineligible* student.

Procedure: In order for the school to make sound academic decisions regarding mid-year grade level promotions, the following process will be followed:

Parent:

- **Parent Request:** Parents may request that the teacher promote their child **to a different one** grade level at the end of the 1st semester. ~~which may result in a 2-grade promotion during one school year.~~

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.

Teacher:

If the student's teacher agrees that a review for mid-year grade level promotion is appropriate, the teacher will complete a request for acceleration into a higher grade level and take the student's maturity level into consideration. The request should be sent to gradelevelhelp@inspireschools.org. Requests must be received by email prior to Winter Break.

- If the student's assessment results are not above grade level, the teacher needs to provide documentation with a written request regarding why promotion is in the student's best interest.
- If the student is not on track to complete all courses at the grade level he/she would be promoted to, the teacher will need to explain in the written request why a promotion would be in the student's best interest.
- Information regarding prior grade retention and the circumstances of such

Student Assessment Records (a combination of the following may be used to assess the student's readiness to promote):

- ***Teachers must meet and evaluate student in person.***
 - *Under no circumstance shall the parent or Learning Coach assist student with assessments when the assessment is being used to promote a student mid-year.*
- Bader Reading Assessment indicates student is performing above current grade level
- Writing Sample showing proficiency above grade level standards
- Benchmark Data indicates student has mastered current grade level content/state standards
- Benchmark results in Mathematics and ELA indicate student is advanced at current grade level content/state standards
- SBAC results (if available) indicate student has met or exceeded standards
- Student work samples, demonstrating proficiency above current grade level standards.

3. **Retention Policy:** The Charter School is committed to making individual decisions on grade retention based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, including remediation for students that are experiencing difficulty. To that end, retention may be appropriate for a student experiencing extreme academic difficulty or serious health or family emergencies. Typically, retention is considered after various other remediation steps have been employed by student's teacher(s) and academic team with insufficient success. Special consideration will be given to students with limited English proficiency and those with a special education IEP. Students may be retained only once in their K-8 school career. **After careful analysis of evidenced based instruction and intervention, retention is considered for the next school year.**

Kindergarten Retention Criteria:

Students can also be retained in grade K based upon current law. Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year based on student progress on the Individualized Learning Plan. (Ed Code 48011). Whenever a student continues in kindergarten for an additional year, the School Staff shall secure an agreement, signed by the parent/ guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 46300)

Grades 9-12 Retention Criteria:

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.

The state does not require school districts to have student retention criteria beyond the last year of middle school to the first year of high school. Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits.

Grades 1-8 Retention Criteria:

If a student is identified as performing below the minimum standard for promotion based on their progress on the Individualized Learning Plan, the student may be retained in his/her current grade level. Both the parent and teacher must determine, in writing, if retention is the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is appropriate for the student and shall include recommendations for interventions necessary to assist the student in attaining acceptable levels of academic achievement. If the teacher and parent are not in agreement with the recommendation of retention, please see below for the appeal process. The burden of proof for the appeal rests with the appealing party. (Ed Code 48070.5)

Grades 1-8 Retention Timeline: Parents will request student retention in writing following the timeline explained below.

Step	Timeline
1. Teacher or parent recommends retention consideration for student.	Teacher – By the last day of fall semester By January 1 Parent – By the last day of fall semester By January 1
2. Remediation steps occur, including, but not limited to: **SST meeting **Academic screenings **Multi-tiered Systems of Supports, includes Tier, 1, Tier 2, and Tier 3 intervention **Curriculum modifications- intervention **Additional Testing- **Coordinated outside services- **Teacher “at risk” assistance- **School and home coordinated program	Teacher – September-March April 15th
3. Academic Team meets to review student progress. Team includes:- **Teacher- **School Administrator- **Other teachers- **Parent- Additional remediation steps can be considered	Teacher/Academic Team – March

3.4. Team meets to make recommendations regarding grade placement of student for the next school year. Factors: **Teacher Recommendation **Parent analysis **Grades **Test Data – Benchmark, SBAC, assessments **Cumulative Record **Social factors	Teacher/Academic Team-May
5. School Administrator makes decision and informs parent or guardian.	School Administrator – Mid-June , Before the school year has ended.

4. **Appeals and Parent Rights:** Parents have the right to appeal a decision made by the Academic Team. If a parent wishes to appeal, they would complete the following steps:
 - Appeal to School Administrator in writing.
 - School Administrator responds within two (2) weeks.
 - If not resolved, parents may appeal to the School Board at the next regularly scheduled board meeting.
 - The School Board meets in a closed session and will send the parent or guardian a response in writing

5. **IDEA/504 Students:** Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.

6. **The Charter School Rights:** The policy adopted pursuant to this section shall be adopted at a public meeting of the Governing Board of The Charter School. Nothing in this section shall be construed to prohibit the retention, promotion or acceleration of a pupil not included in grade levels identified in this policy, or for reasons other than those specified for pupils at risk for retention, if such retention is determined to be appropriate for that pupil. Nothing in this section shall be construed to prohibit the Governing Board from adopting promotion, acceleration and retention policies that exceed the criteria established in the California Ed. Code 48070.5, Promotion or Retention of Pupils.

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.



Family Educational Rights and Privacy Act (FERPA) Directory Information Policy and “Opt-Out” Notice

Lake View Charter School is committed ensuring that the Charter School complies with the Family Education Rights and Privacy Act (FERPA) and the disclosure of directory information.

The purpose of the Lake View Charter School Governing Board approving this Family Educational Rights and Privacy Act Directory Information Policy and “Opt-Out” Notice is to accomplish the following:

1. Establish the Release of Directory Information
2. Define Directory Information
3. Identify the “Opt-Out” Notice Procedure

- 1. Release of Directory Information:** “Directory information,” which is defined as set forth below, may be released to requestors in limited circumstances by the Charter School without additional notice to parents/guardians unless the parent/guardian “opts out” of such disclosures, in writing.

State and federal law allow directory information to be disclosed to any requestors, except those who intend to use the information for commercial purposes. However, the Charter School’s policy is to not release directory information to any requestor, for any purpose, without specific prior parent/guardian consent in each situation, EXCEPT the Charter School will release such information to requestors that engage in political advocacy, lobbying, or information dissemination related to California charter schools.

- 2. Definition of Directory Information:** Lake View Charter School has designated the following information as directory information:

- Parents’/guardians’ names
- Address
- Electronic mail address
- Dates of attendance
- Degrees, honors, and awards received; and
- The most recent educational agency or institution attended

3. **“Opt-Out” Notice:** If a parent/guardian does not want the Charter School to disclose the parent/guardian’s contact and other directory information from his/her child’s records to such persons or entities without the parent/guardian’s prior written consent, the parent/guardian must notify the Charter School in writing within two weeks of receipt of this policy.



Identification of Individuals for 504 Policy

Lake View Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

The purpose of the Lake View Charter School Governing Board approving this Identification of Individuals for 504 Policy is to accomplish the following:

1. Explain the Identification and Education Under Section 504
2. Define the Terms and Phrases of the Identification and Education Under Section 504
3. Identify the Referral, Identification, and Evaluation Process
4. Establish Section 504 Services Plan and Placement
5. Establish the Review and Reevaluation Process
6. Identify the Procedural Safeguards
7. Establish the Notification Process

- 1. Identification and Education Under Section 504:** The Governing Board believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Executive Director or designee shall work to identify children with disabilities who reside within the jurisdiction of the Charter School in order to ensure that they receive educational and related services required by law.

The Executive Director or designee shall provide qualified students with disabilities with a free and appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designated to meet their individual educational needs as adequately as the needs of students without disabilities are met.

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the Charter School's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other non-academic activities.

The Charter School's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Executive Director or designee shall assess the Charter School's progress in attaining the goals established for students with disabilities and shall report these results to the Board. (Education Code 52052, 52060)

In providing services to students with disabilities under Section 504, the Executive Director or designee shall ensure the Charter School complies with the law, including providing the

students and their parents/guardians with applicable procedural safeguards and required notification. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specific in the “Procedural Safeguards” section of the accompanying administrative regulation.

2. Definition of Terms and Phrases: The Student Support Team implements the requirements of Section 504 of the federal Rehabilitation Act of 1973: For the purposes of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

- ***Free appropriate public education (FAPE)*** means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his/her parent/guardian except when a fee is specifically authorized by law for all students.
- ***Student with a disability*** means a student who has a physical or mental impairment which substantially limits one or more major life activities.
- ***Physical impairment*** means any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, immune, hemic, lymphatic, skin, and endocrine. (28 CFR 35.108)
- ***Mental impairment*** means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability. (28 CFR 35.108)
- ***Substantially limits major life activities*** means limiting a person’s ability to perform functions, as compared to most people in the general population, such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. Major life activities also includes major bodily functions such as functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student’s major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy. (42 USC 12102; 28 CFR 35.108).

3. Referral, Identification, and Evaluation: Any action or decision to be taken by the Charter School involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

- i. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to a 504 Coordinator for identification of a student with a disability under Section 504.
- ii. Upon receipt of any such referral, the 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records including those in academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs. If it is determined that an evaluation is unnecessary, the 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.
- iii. If the student needs or is believed to need special education or related services under Section 504, the Charter School shall conduct an evaluation of the student prior to his/her initial placement.

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the Charter School shall obtain written parent/guardian consent.

The Charter School's evaluation procedures shall ensure that the tests and other evaluation materials:

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers.
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient
- c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his/her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure.

4. Section 504 Services Plan and Placement: Services and placement decisions for students with disabilities shall be determined as follows:

- i. A multidisciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions. The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered.

- ii. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

- iii. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
- iv. The student shall be placed in the regular educational environment, unless the Charter School can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs.
- v. The Charter School shall complete the identification, evaluation, and placement process within a reasonable time frame. The Charter School shall adhere to this time frame regardless of any extended school breaks or times that school is otherwise not in session.
- vi. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school, the charter school shall ensure that the new school receives a copy of the plan.

- 5. Review and Reevaluation:** The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of students without disabilities are met. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs will be conducted before any subsequent significant change in placement.

- 6. Procedural Safeguards:** The administrator or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the Charter School regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the Charter School's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate.

If a parent/guardian disagrees with any Charter School action or decision regarding the identification, evaluation or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the Charter School's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent/guardian request. If the parent/guardian is not satisfied with the resolution of the issue, or if the parent/guardian

did not request an administrative review, he/she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

- i. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the Charter School's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
 - a. The specific nature of the decision with which he/she disagrees.
 - b. The specific relief he/she seeks
 - c. Any other information he/she believes is pertinent to resolving the disagreement.
- ii. Within 30 days of receiving the parent/guardian's request, the Executive Director or designee shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.
- iii. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
- iv. The parties to the hearing shall be afforded the right to:
 - a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504
 - b. Present written and oral evidence
 - c. Question and cross-examine witnesses
 - d. Receive written findings by the hearing officer stating the decision by a federal court of competent jurisdiction.

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

7. Notifications: The Executive Director or designee shall ensure that the Charter School has taken appropriate steps to notify students and parents/guardians of the Charter School's duty under Section 504.



Identification and Evaluation for Special Education Policy

Lake View Charter School is committed to actively seeking out and evaluating the Charter School's residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

The purpose of the Lake View Charter School Governing Board approving this Identification and Evaluation for Special Education Policy is to accomplish the following:

1. Establish the Procedures for Identifying and Evaluating Individuals Eligible for Special Education.
2. Establish the Procedures for Notifying Parents of Individuals Eligible for Special Education.

1. Identification and Evaluation: The Executive Director or designee shall establish a comprehensive system that includes procedures for the identification, screening, referral, and regular and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals. (Education Code 56301)

The charter's identification procedures shall include methods for utilizing referrals from parents/guardians, teachers, appropriate professionals, and others, and shall be coordinated with procedures for the referral of students whose needs cannot be met with modifications to the regular instructional program. (Education Code 56302)

2. Notification: The Executive Director or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Executive Director or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals who need special education services. (Education Code 56301)



Individual Education Program Policy

Lake View Charter School is committed to identifying and serving students who have exceptional needs and are eligible to receive special education supports and services. Our commitment is based on the belief that all students shall have access to a high quality public education.

The purpose of the Lake View Charter School Governing Board approving this Individual Education Program Policy is to accomplish the following:

1. Establish the Administrative Regulations Regarding for an Individualized Education Program
 2. Identify A Foster Parent's Rights
-
1. **Administrative Regulation:** The Executive Director or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP.
 2. **Rights of a Foster Parent:** To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)



Individual Education Program Administrative Policy

Lake View Charter School is committed to identifying and serving students who have exceptional needs and are eligible to receive special education supports and services. Our commitment is based on the belief that all students shall have access to a high quality public education.

The purpose of the Lake View Charter School Governing Board approving this Individual Education Program Administrative Policy is to accomplish the following:

1. Define an Individualized Education Program.
 2. Identify the Members of an IEP Team
 3. Outline the Circumstances When an Individual Can be Invited to the IEP Meeting
 4. Outline the Contents of the IEP
 5. Outline the Procedures for the Development of the IEP
 6. Outline the Provision of Special Education and Related Services
 7. Outline the Process to Review and Revise the IEP
 8. Outline the Use of Audio Recordings at an IEP Team Meeting
 9. Identify Parent/Guardian Participation and Other Rights
 10. Identify Parent/Guardian Consent for Provision of Special Education and Services
 11. Outline the Procedures for Transfer Students
-
1. **Individual Education Program:** At the beginning of each school year, the charter shall have an individualized education program (IEP) in effect for each student with a disability within Charter School jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 34 CFR 300.323)
 2. **Members of the IEP Team:** The IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)
 1. One or both of the student's parents/guardians and/or a representative selected by them
 2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the Executive Director or designee to represent the student's teachers.

The regular education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414(d)(3)(C); 34 CFR 300.324)

3. At least one of the student's special education teachers or, where appropriate, special education providers
4. A representative of the Charter School who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities
 - b. Knowledgeable about the general education curriculum
 - c. Knowledgeable about the availability of Charter School and/or special education local plan area (SELPA) resources
5. An individual who can interpret the instructional implications of assessment results. This individual may already be a member of the team as described in items #2-4 above or in item #6 below.
6. At the discretion of the parent/guardian or the Executive Director or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate. The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.
7. Whenever appropriate, the student with a disability

In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team. (Education Code 56341.5)

When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

In accordance with 34 CFR 300.310, at least one team member other than the student's regular education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

3. Invitation of Specified Individuals: In the following circumstances, the Executive Director or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend: (34 CFR 300.321)
 - a. The student, regardless of his/her age.

If the student does not attend the IEP team meeting, the Executive Director or designee shall take other steps to ensure that the student's preferences and interests are considered.

b.To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Executive Director or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)

4. A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the Charter School agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the Charter School consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

4. The Contents of the IEP: The IEP shall include, but not be limited to, all of the following: (Education Code 56043, 56345, 56345.1; 20 USC 1414(d)(1)(A); 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:
2. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
3. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
4. A statement of measurable annual goals, including academic and functional goals, designed to:

a.Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum

b.Meet each of the student's other educational needs that result from his/her disability

5. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the Charter School will

provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

6. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:
 - a. Advance appropriately toward attaining the annual goals
 - b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP
7. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP
8. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and school assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or Charter Schoolwide assessment, the student's IEP also shall include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate for him/her.

9. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications
10. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills
 - b. The transition services, including courses of study, needed to assist the student in reaching those goals
11. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5

12. Where appropriate, the IEP shall also include: (Education Code 56345)

- a. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the Charter School's prescribed course of study and to meet or exceed proficiency standards required for graduation
- b. Linguistically appropriate goals, objectives, programs, and services for a student whose native language is not English
- c. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)
- d. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, including descriptions of activities intended to:
 - i. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week
 - ii. Support the transition of the student from the special education program into the regular education program
 - iii. Specialized services, materials, and equipment for a student with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136

5. Development of the IEP: Within 30 days of a determination that a student needs special education and related services, the Executive Director or designee shall ensure that a meeting to develop an initial IEP is conducted. (34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall commence on the date that the student's school days reconvene. (Education Code 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414(d)(3)(A); 34 CFR 300.324)

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment of the student

4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille. However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an assessment of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.
8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode
9. The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.
 - a. Whether the student requires assistive technology devices and services
10. If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

- 6. Provision of Special Education and Related Services:** The Charter School shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with his/her IEP. (Education Code 56344; 34 CFR 300.323)

The Executive Director or designee shall ensure that the student's IEP is accessible to each regular education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Executive Director or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

- 7. Review and Revision of the IEP:** The Executive Director or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)
 1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

- a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
- b. The results of any reassessment conducted pursuant to Education Code 56381
- c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)
- d. The student's anticipated needs
- e. Any other relevant matter

3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the Charter School shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Executive Director or designee. The Executive Director or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Executive Director or designee shall convene an IEP team meeting, which shall be held within 30 days of the Executive Director or designee review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the Charter School fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414(d); 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the Charter School in a nonpublic, nonsectarian school, the Executive Director or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

To the extent possible, the Executive Director or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Executive Director or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Executive Director or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (20 USC 1414(d)(3)(D); 34 CFR 300.324)

- 8. Audio Recording of IEP Team Meetings:** Parents/guardians and the Executive Director or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Executive Director or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings
2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

- 9. Parent/Guardian Participation and Other Rights:** The Executive Director or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Executive Director or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

4. In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Executive Director or designee notice to the student's parents/guardians shall include the following: (Education Code 56341.5)
 - a. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)
 - b. An indication that the student is invited to the IEP team meeting
 - c. Identification of any other agency that will be invited to send a representative

At each IEP team meeting convened by the charter, the school administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Executive Director or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Executive Director or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

At each IEP team meeting convened by the charter, the school administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Executive Director or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

The parent/guardian shall have the right to present information to the IEP team in person or

through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Executive Director or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414(f); 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Executive Director or designee is unable to convince the parent/guardian that he/she should attend. In such a case, the Executive Director or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Executive Director or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Executive Director or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

10. Parent/Guardian Consent for Provision of Special Education and Services: Before providing special education and related services to any student, the Executive Director or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The Charter shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. (Education Code 56346)

If the Executive Director or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Executive Director or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Executive Director or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Executive Director or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

When the Charter School ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

11. Transfer Students: To facilitate the transition of a student with a disability who is transferring into the Charter School, the Executive Director or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the charter from another school Charter School within the same SELPA during the school year, the Charter School shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the charter from a school district outside of the Charter School's SELPA during the school year, the Charter School shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the Executive Director or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the Charter School from an out-of-state district during the school year, the Charter School shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Executive Director or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)



Procedural Safeguards and Complaints for Special Education Policy

Lake View Charter School is committed to protecting the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

The purpose of the Lake View Charter School Governing Board approving this Procedural Safeguards for Special Education Policy is to accomplish the following:

1. Establish the Charter School's Representation in a Due Process Hearing
 2. Establish the Complaint Procedures for Special Education
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1. **Charter School's Representation in a Due Process Hearing:** The Executive Director or designee shall represent the Charter School in any due process hearing conducted with regard to the Charter School's students and shall inform the Board about the result of the hearing.
 2. **Complaint Procedures for Special Education:** The Executive Director or designee shall address a complaint concerning compliance with state or federal law regarding special education in accordance with the Charter School's uniform complaint procedures.



Procedural Safeguards and Complaints for Special Education Students Administrative Regulation

Granite Mountain Charter School is committed to protecting the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

The purpose of the Granite Mountain Charter School Governing Board approving this Procedural Safeguards and Complaints for Special Education Students Administrative Regulation is to accomplish the following:

1. Define Reasonable Time for Written Notice
2. Identify What is Included in Written Notice
3. Outline the Procedures for Procedural Safeguard Notice
4. Outline the Format for Parent/Guardian Notice
5. Outline the Procedures for a Due Process Complaint
6. Outline the Charter School's Response to Due Process Complaints
7. Outline the Informal Process/Pre-Hearing Mediation Conference

1. Reasonable Time for Written Notice: The Executive Director or designee shall send to the parents/guardians of any student with disabilities a prior written notice within a reasonable time: (20 USC 1415(c); 34 CFR 300.102, 300.300, 300.503; Education Code 56500.4, 56500.5)

- Before the charter initially refers the student for assessment
- Before the charter proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student
- Before the charter refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student
- Before the student graduates from high school with a regular diploma thus resulting in a change in placement
- Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to his/her child

2. Written Notice: This notice shall include: (20 USC 1415(c); 34 CFR 300.503; Education Code 56500.4)

- A description of the action proposed or refused by the charter
- An explanation as to why the charter proposes or refuses to take the action
- A description of each assessment procedure, test, record, or report the charter used as a basis for the proposed or refused action
- A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained
- Sources for parents/guardians to obtain assistance in understanding these provisions
- A description of any other options that the individualized education program (IEP) team considered and why those options were rejected
- A description of any other factors relevant to the charter's proposal or refusal

3. Procedural Safeguards Notice: A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (20 USC 1415(d)(1); 34 CFR 300.504; Education Code 56301)

- Upon initial referral or parent/guardian request for assessment
- Upon receipt of the first state compliance complaint in a school year
- Upon receipt of the first due process hearing request in a school year
- In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when a decision is made to remove a student because of a violation of a code of conduct constituting a change of placement
- Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (20 USC 1415(d)(2); 34 CFR 300.504; Education Code 56301)

- Independent educational evaluation
- Prior written notice
- Parental consent, including a parent/guardian's right to revoke consent, in writing, to his/her child's continued receipt of special education and related services
- Access to educational records
- Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the charter to resolve the complaint, and

the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

- The availability of mediation
- The student's placement during the pendency of any due process complaint
- Procedures for students who are subject to placement in an interim alternative educational setting
- Requirements for unilateral placement by parents/guardians of students in private schools at public expense
- Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations
- State-level appeals
- Civil actions, including the time period in which to file those actions
- Attorney's fees

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; the right of the parent/guardian and/or the Charter School to electronically record the proceedings of IEP meetings in accordance with Education Code 56341; and information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind. (Education Code 56321, 56321.5, 56321.6)

A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (Education Code 56321, 56321.5)

The charter may place a copy of the procedural safeguards notice on the charter's web site. (20 USC 1415(d))

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

4. Format of Parent/Guardian Notices: The parents/guardians of a student with a disability shall be provided written notice of their rights in a language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (34 CFR 300.503; Education Code 56341, 56506)

If the native language or other mode of communication of the parent/guardian is not a written language, the charter shall take steps to ensure that: (34 CFR 300.503)

- The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication.

- The parent/guardian understands the contents of the notice.
- There is written evidence that items #1 and #2 have been satisfied.

5. Due Process Complaints: A parent/guardian and/or the Charter School may initiate due process hearing procedures whenever: (20 USC 1415(b); Education Code 56501)

- There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
- There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.
- The parent/guardian refuses to consent to an assessment of his/her child.
- There is a disagreement between a parent/guardian and the charter regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (20 USC 1415(b); 34 CFR 300.508; Education Code 56502)

- The student's name
- The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student
- The name of the school the student attends
- A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem
- A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the Executive Director of Public Instruction or designated contracted agency. (Education Code 56502)

6. The Charter School's Response to Due Process Complaints: If the Charter School has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the Charter School shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415(c)(1); 34 CFR 300.508)

If the charter has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the Charter School shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415(c)(1); 34 CFR 300.508):

- An explanation of why the Charter School's proposed or refused to take the action raised in the complaint
- A description of other options that the IEP team considered and the reasons that those options were rejected
- A description of each evaluation procedure, assessment, record, or report the charters used as the basis for the proposed or refused action
- A description of the factors that are relevant to the Charter School's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the Charter School shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

7. Informal Process/Pre-Hearing Mediation Conference: Prior to or upon initiating a due process hearing, the Executive Director or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally to resolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Executive Director or designee shall have the authority to resolve the issue(s). In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education. (Education Code 56502)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)



Transportation for Students with Disabilities Policy

Lake View Charter School is committed to meeting the transportation needs of students with disabilities to enable them to benefit from special education and related services. The Charter School shall provide appropriate transportation services for a student with disabilities when transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan, as determined by the team.

The purpose of the Lake View Charter School Governing Board approving this Transportation for Students with Disabilities Policy is to accomplish the following:

1. Establish the Procedures for Determining the Students Transportation Needs.
2. Establish the Charter School's Provision of Transportation Services Specified in an IEP
3. Identify the Procedures for Alternative Transportation
4. Establish the Financial Agreement for Contracting with a Nonpublic, Nonsectarian School or Agency
5. Establish the Procedures for Transportation Schedules for Students with Disabilities
6. Establish the Compatibility of Mobile Seating Devices
7. Identify the Procedures for a Service Animal and Transportation

- 1. Determination of Transportation Needs:** The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Executive Director or designee shall provide IEP teams with information about the Charter School's transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities.

- 2. Providing Transportation Services:** Transportation services specified in a student's IEP or Section 504 plan shall be provided.

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the Charter School.

- 3. Alternative Transportation:** If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the Charter School shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

4. **Financial Agreement for Contracting:** When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Executive Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)
5. **Transportation Schedules:** The Executive Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students.
6. **Mobile Seating Devices:** The Executive Director or designee shall ensure that any mobile seating devices used on the Charter School's buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)
7. **Service Animal:** As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)



Suspension and Expulsion Policy

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

The purpose of the Lake View Charter School Governing Board approving this Suspension and Expulsion Policy is to accomplish the following:

1. Establish the Responsibility of the Charter School
 2. Identify the Grounds for Suspension and Expulsion of Students
 3. Identify Enumerated Offenses
 4. Outline Suspension Procedures
 5. Outline the Authority to Expel
 6. Outline Expulsion Procedures
 7. Outline Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
 8. Identify the Record of Hearing
 9. Identify the Presentation of Evidence
 10. Outline the Written Notice to Expel
 11. Outline the Maintenance of Disciplinary Records
 12. Identify a Student's Right to Appeal
 13. Outline Expelled Students/Alternative Education
 14. Outline Rehabilitation Plans
 15. Outline the Readmission Process
- 1. Responsibility of the Charter School:** When the policy is violated, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent-Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

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

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

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

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

3. Enumerated Offenses:

- Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the student:
 - Caused, attempted to cause, or threatened to cause physical injury to another person.
 - Willfully used force of violence upon the person of another, except self-defense.
 - Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - Committed or attempted to commit robbery or extortion.
 - Caused or attempted to cause damage to school property or private property.
 - Stole or attempted to steal school property or private property.
 - Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited, to cigars, cigarettes, miniature cigars, clove cigarettes,

smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph

(1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

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

- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:
 - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the student:
 - Caused, attempted to cause, or threatened to cause physical injury to another person.
 - Willfully used force of violence upon the person of another, except self-defense.
 - Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - Committed or attempted to commit robbery or extortion.

- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose

and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
 - Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:

- (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
 - Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
 - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.

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

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

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more

than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

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

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

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

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

- Notice to Parents/Guardians: At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.
- Suspension Time Limits/Recommendation for Expulsion: Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Director or Director's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

5. Authority to Expel: A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the

student or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

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

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

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

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

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

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

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

the complaining witness is not admissible for any purpose.

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

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

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

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

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

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

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

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

right to bring legal counsel or an advocate.” Moreover, for any non-voluntary removal, the student’s parent or guardian will be given written notice of intent to remove the student no less than 5 school days in advance, and the parent/guardian will be given the right to challenge the non-voluntary removal under the same procedures as an expulsion.

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



Teacher Certification Policy

Lake View Charter School is committed to providing a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Executive Director designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or the Charter School requirements for the position.

The purpose of the Lake View Charter School Governing Board approving this Teacher Certification Policy is to accomplish the following:

1. Establish the Support to Teachers Holding Preliminary Credentials
 2. Identify the Procedures for Hiring Based on Unavailability of Credentialed Teacher
 3. Outline the Declaration of Need Requirements
 4. Establish the Procedures for Employing Non-Credentialed Teachers
-
- 1. Support for Teachers Holding Preliminary Credentials:** The Executive Director or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.
 - 2. Hiring Based on Unavailability of Credentialed Teacher:** The Executive Director or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Executive Director or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)
 1. A candidate who enrolls in an approved intern program in the region of the Charter School and possesses an intern credential
 2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC
 3. The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)
 4. An individual who holds an emergency permit or for whom a credential waiver has been granted by the CTC

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education

- 3. The Declaration of Need:** The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the Charter School's specified employment criteria for the position(s) and that the Charter School has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the Charter School estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)
- 4. Non-Credentialed Teachers:** Whenever it is necessary to employ non-credentialed teachers to fill a position requiring certification qualifications, the Executive Director or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional programs.

ENGLISH LEARNER MASTER PLAN 2019-2020





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Master Plan for Services to English Learners

2019-2020

Lake View Charter School aims for outstanding programs for all our students. English Learners have enormous challenges but also have the opportunity to develop the asset of bilingualism within a global community. They face the double task of learning the challenging state standards and mastering a new language.

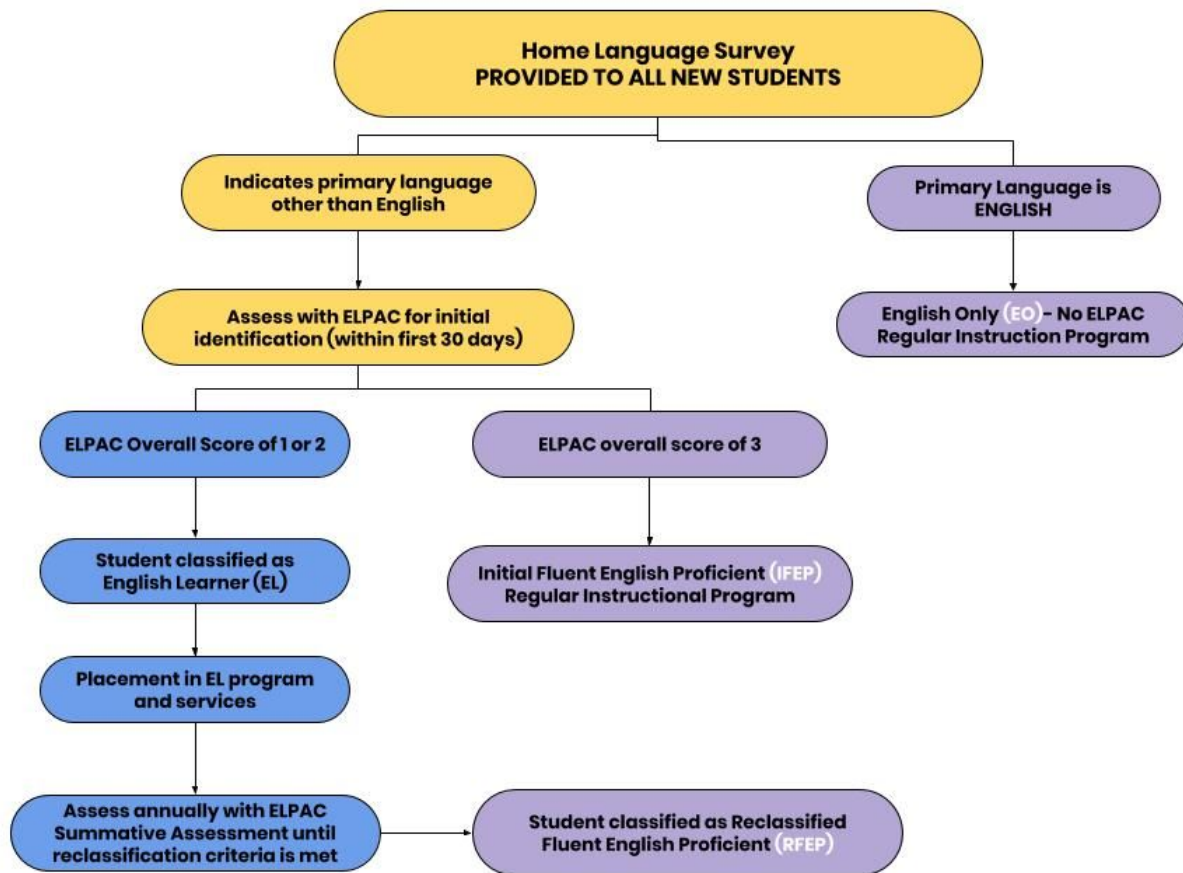
To make sure we reach optimal results for English Learners we developed this Master Plan to ensure that they learn English, have full access to a challenging academic curriculum, and that they build the multicultural proficiency that is necessary in today's complex and challenging world. This plan is a practical guide for all staff to ensure that we provide consistent, coherent services to each and every English Learner in our school. We are all expected to follow the plan, and it provides specific ways for us to hold ourselves accountable for obtaining optimal results.

This plan describes how we identify, serve and support students who initially enroll in our school with limited proficiency in the English language. The plan sets forth five goals for this work:

1. English Learner (EL) programs will be fully implemented.
2. Parents of English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
3. English Learners will master the English language as efficiently and effectively as possible.
4. English Learners will achieve academic success comparable to English Only (EO) students.
5. English Learners and Reclassified Fluent English Proficient Students will be at no greater risk for school failure than English Only Students.

Identification Tools:

- Home Language Survey upon enrollment
- Additionally, look in CALPADS and cumulative folders



Step 1: Registration, including Completion of the Home Language Survey

Upon enrollment, parents complete a Home Language Survey or HLS as required by state law. This survey is completed the first time the parent enrolls the child in Lake View Charter School and the results are maintained thereafter in the charter school's student information system and the English Learner folder in the child's cumulative record (CUM).

If the answers to Items 1, 2, 3 on the HLS are "English", the child is classified as English Only or EO. The parent is notified of the result and is given an explanation of the placement options open to the student. The default option is Mainstream English.

If Item 1, 2, or 3 on the Home Language Survey is answered with a language other than English, the child is tested for English proficiency. (Continue to Step 2)

However, if the parent's response to the first three questions on the HLS is English, and the response to the fourth question is other than English, then reasonable doubt may exist as to the student's home language. If there is evidence of significant non-English exposure, then the pupil must be administered the state English language proficiency assessment, currently known as the English Language Proficiency Assessments for California (ELPAC). The parent



will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

NOTE: When reasonable doubt is established, the school must annotate the HLS to document the reasons for ELPAC administration. The school administrator/designee must sign and date the annotations provided.

The parent has the right to amend the HLS at any time. However, if the student has already been administered the initial ELPAC, any changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to initial ELPAC administration, the school must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent's or student's observed linguistic behavior.

Parents who enroll their child in Pre-Kindergarten must complete the HLS as part of the enrollment process. The first HLS (e.g., Pre-K) on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the **initial** HLS are documented permanently in CALPADS.

Assessment		
Initial ELPAC	Within 30 days of enrollment	July 1-May 30
Initial ELPAC score report and Notification Letter will be mailed, after testing. See Appendix 1		
Summative ELPAC	Given to current EL students	Feb 1- May 30

Step 2: English Language Proficiency Assessment

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home in Item 1, 2, or 3, the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment.

The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four areas: Listening, Speaking, Reading and Writing. The child receives a score for each part of the test that is taken (Listening, Speaking, Reading, and Writing) as well as an overall score. The score types include scale scores and proficiency levels.

School staff calculates a preliminary score for the purpose of determining the default program and placement options. These results, including proficiency level results for each subtest, are communicated to the parent on the Parent Notification of English Language Testing Form. The



assessment is also forwarded by the Director of Testing and Assessments to the test publisher for official scoring. These official results override the informal scoring if the scores differ. The official results are sent to the parent within 30 days of receipt by the school. ELPAC results are maintained in the student's English Learner folder inside the cumulative folder, and in the school's student information system for future use in the monitoring of student progress and in the program evaluation.

If an Individual Education Plan (IEP) team has determined that a student is unable to take all or part of the ELPAC, the student will be given a California Department of Education (CDE) approved alternative assessment.

On the basis of the English language assessment, students are classified as either English Learner (EL) or Initially Fluent English Proficient (IFEP).

Criteria for reasonable fluency in English

Level	Description
Initial Fluent English Proficient [IFEP]	Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 <i>California English Language Development Standards, Kindergarten Through Grade Twelve</i> (2012 ELD Standards).
Intermediate English Learner	Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire "Expanding" proficiency level and to the lower range of the "Bridging" proficiency level as described in the 2012 <i>ELD Standards</i> .



Novice English Learner	Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 <i>ELD Standards</i> .
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NOTE: Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for Native-English and Fluent-English speakers.

IFEP Students - The parents of IFEP students are informed of the results and given the same program options as those given EO students- the default program is Mainstream English. Placement is made on the same basis as for EOs.

English Learners proceed to primary language assessment. Parents of ELs will be notified each year of their child’s current language classification along with the annual assessment results. A student will remain an EL until he or she has met the criteria for reclassification.

Parent Notification

- Results of assessments
- Student Placement

Step 3: Parent Notification of Results

Parent Notification of Initial Assessment Results and Program Placement

Parents of students (ELs and IFEPs) who are administered the **initial** ELPAC will receive official notification informing them of their child’s:

- Initial English language proficiency level and how it was assessed
- Official language classification
- Instructional program placement

In addition to the above, parents must also receive information regarding the:

- Various instructional program options, educational strategies, and educational materials to be used in each program
- Reclassification, or program exit, criteria
- Instructional program for ELs with a disability (with an IEP) and how such a program will meet the objectives of the IEP
- Expected rate of graduation for ELs



Parent Notification of Annual Assessment Results and Program Placement

Program Placement/Instructional

- **English Language Mainstream (ELM)**—A classroom setting for English learners who have acquired reasonable fluency in English, as defined by the school district. In addition to ELD instruction, English learners continue to receive additional and appropriate educational services in order to recoup any academic deficits that may have been incurred in other areas of the core curriculum as a result of language barriers.
- Core Instruction in English
- Daily Leveled ELD for 30 – 60 minutes based on the student need and level independently at home through English at a Flash (STAR360) program with teacher monitoring progress.
- SDAIE strategies/vocabulary development will be embedded in curriculum and enhanced with teacher support in person or online sessions. One to three, half-hour sessions. (SDAIE Strategies for English Learner Intervention is attached).
- Monitor student progress and evaluate program regularly.
- Designated ELD Direct Instruction Classes—via a virtual online platform.
- Pathblazer for math and reading support
- Reading Horizons—this program provides an assessment of the student, then offers differentiated and individualized assignments to help them build foundational skills in English language.
- Reading Eggs- provides a comprehensive range of research-based online reading lessons, activities and books that teach children aged 2–13 the literacy skills needed for a lifetime of reading success. The comprehensive reading program is grounded in solid educational research and covers the five pillars of reading – phonics, phonemic awareness, vocabulary, comprehension, and fluency.
- In addition, any other school-provided online programs.

Step 4: Program Placement

The following process is used to identify the most appropriate program for the English Learner. ELPAC results indicate whether the student is *reasonably fluent in English* or not.

The criteria for reasonable fluency in English are the same as the criteria for “Probably English Proficient” in the ELPAC Scoring Guide. They include:

1. Student’s *overall* proficiency level is Early Advanced or higher, *and*
2. Proficiency in *each* skill area is Intermediate or higher. The skill areas are Listening, Speaking, Reading, and Writing (Kindergarten through 12th grade).

If the child is *reasonably fluent in English* by these criteria, then the default placement is the *mainstream English program*. Additional support services may be recommended, as appropriate. The child will normally continue in this placement until reclassified. Support



services in the mainstream program must include English Language Development and may include one or more of the following:

- Content instruction using SDAIE strategies
- Specialized instruction by an English Learner Development teacher
- Participation in Benchmark, Strategic, or Intensive interventions in variety of setting based on student need
- McGraw Hill Flex Curriculum (EL supports based on Level)

AT RISK EL STUDENTS & LTEL's (Long Term English Learners)

Lake View Charter School will annually run a list of the at risk ELs (4-5 years as an EL) and our LTELs (6+ years as EL) and work with HSTs to strongly encourage the following supports:

- * Automatic access to EIAF
- *Virtual Reading Comprehension virtual classes offered by qualified instructors
- *Reading Horizons option
- *Pathblazer interventions
- *ELD Support Class option
- *Rosetta Stone English
- *School's EL designee will collaborate with HSTs and parents to determine best practices to encourage and support each student to show English fluency and be able to reclassify

STAFFING

Per state and federal law all teachers of our EL students hold a valid CA teaching credential with authorization to instruct English Learners. This CLAD or English Learner authorization is met through coursework completion, passing scores on the 3 CTEL examinations. EL students are not assigned to teachers who have not yet earned this authorization, or, as in the case of a new teacher, with a preliminary credential, who is still working to clear their credential. Lake View will:

- Ensure appropriate assignments of teachers for English Learners
- Recruit qualified EL certified teachers through position postings
- Assure that teachers hold proper California Teacher Credentialing (CTC) authorizations
- Provide opportunities for teachers who do not hold appropriate certification to enroll in training

PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT

Lake View Charter School is committed to providing ongoing annual professional development for administrators and staff, including special education teachers and staff, on legal requirements and district procedures relating to the implementation of the identification and placement requirements of this *English Learner Master Plan*, including but not limited to:



- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively
- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver process.

Those who must participate in the training include but are not limited to: administrators, teaching staff, counselors, Enrichment Center staff, staff members who work with ELs' student records, office staff members responsible for registration, special education teachers, paraprofessionals and specialists, and other support staff as necessary. The training places special emphasis on sensitivity to parents, including how to make parents feel welcome, and how to ensure that they are truly informed and able to take an active role in the process of determining the appropriate instructional program for their child.

INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS

Local Educational Agencies are allowed to make one correction per student per lifetime to an English Language status. This process can be used if a parent/guardian or certificated employee of the LEA requests a review of the student's classification on the basis of the results of the Initial ELPAC. Typically, the process will be used if a parent/guardian or certificated employee can provide evidence that a student who was classified as English Learner (EL) after taking the Initial ELPAC should be classified as Initially Fluent English Proficient (IFEP). This process must occur before the first administration of the Summative ELPAC starting in February.

If a student was tested with the initial ELPAC and was designated EL but, based on evidence and observation, you feel that they are proficient in English, the HST can request a status correction to IFEP (Initially Fluent English Proficient).

1. HST submits the Google Survey--ELAS Correction Request for Initial ELPAC; found in the EL Resources Folder.
2. If the request is approved for further review, HST will receive an Evidence Form and info sheet.
3. HST and family review the examples of possible evidence for student's grade span.
4. HST and family gather appropriate, grade-level evidence in all domains to illustrate student's English Language Proficiency
5. Complete the Evidence Form, signed by HST and Parent, then email, along with evidence, to Director of ELD.

RECLASSIFICATION

Lake View Charter School reclassifies EL students to Reclassified English Fluent Proficient (RFEP) at the point when specialized language and academic support services are deemed no



longer needed for ELs to be successful in their educational program at a level commensurate to non-ELs. This decision is made using criteria that include assessment of English language proficiency using the ELPAC, Smarter Balanced Assessment Consortium (SBAC) or California Alternative Assessment (CAA) scores in English-Language Arts, teacher evaluation, and parent consultation.

Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of four years, as required by state and federal guidelines, and if their continued linguistic and academic performance declines or stalls, interventions are provided to ensure that these students reach and maintain grade level academic proficiency. A full description of the reclassification process is detailed below.

ELPAC proficiency level, in addition, common, grade-level standards-based assessments and English language development (ELD) assessments are examined to determine if the student is able to function at a level commensurate with his or her English-speaking peers.

Reclassification Policy, Criteria, and Process:

Lake View Charter School's Director of ELD, in conjunction with teacher input, will specifically evaluate students who are potentially qualified for reclassification. This will occur upon release of ELPAC scores by the state.

Per California Department of Education recommendations and requirements, EL Reclassification will be based on the following four criteria:

- 1) ELPAC Score - Student must have an Overall Performance Level score of 4 (the statewide standardized ELP criterion), with no more than one subscore of 2.
- 2) Teacher Evaluation - Student progress as observed by the teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
- 3) Parent Opinion and Consultation - Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
- 4) English Language Proficiency - EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the AR STAR Assessment and SBAC scores. The cut score requirements/criteria are indicated in the chart below.
- 5) Math Proficiency- EL students should be performing at or above grade level in math. Student should perform at standard nearly met on SBAC math and/or have a Min. Math score for STAR 360 that is provided in the chart, per grade level.



Grade	Minimum ELA SBAC Score	Minimum Reading Score on STAR360	Minimum Math SBAC Score	Minimum Math Score on STAR360
TK/K	n/a	50	n/a	n/a
1st	n/a	71	n/a	240
2 nd	n/a	182	n/a	396
3 rd	Standard nearly met	323	Standard nearly met	482
4 th	Standard nearly met	424	Standard nearly met	567
5 th	Standard nearly met	525	Standard nearly met	634
6 th	Standard nearly met	626	Standard nearly met	699
7 th	Standard nearly met	713	Standard nearly met	736
8 th	Standard nearly met	847	Standard nearly met	767
9 th	n/a	925	n/a	780
10 th	n/a	981	n/a	782
11 th	Standard nearly met	1026	Standard nearly met	803
12 th	n/a	1141	n/a	817

Process

1. The ELD coordinator will complete the Reclassification Form for students who meet the first criteria. (Appendix 2).
2. Form will then be sent to the teacher for further input and completion of grades, test scores, etc.
3. If a student meets criteria 1, 2, and 4, a Parent Notification Letter of Reclassification will be sent to the parents, inviting them to a phone conference where they can consult with the Director of ELD and/or teacher, and their child. See Appendix 3
4. At this point, if everyone is in agreement, student is then redesignated RFEP.
5. If a student has not met criteria 1, 2, or 4, they will remain EL and will be reevaluated the next school year.



RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

The reclassification criteria and process are the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than a language barrier, is the reason why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the Director of ELD to consider the alternative reclassification criteria and form. The IEP team, to include parent and the Director of ELD, will discuss and complete the form. If the student is found to meet these criteria, he/she will then be reclassified to RFEP and four-year monitoring will commence, as with all other RFEP students. See Appendix 4

RFEP Monitoring

Per the California Department of Education requirements, once a student is reclassified as RFEP, they are no longer required to take the summative ELPAC, but there is a requirement for four years of continued monitoring of that student.

Lake View Charter School will monitor RFEPs once per year over the course of the four years, using the Reclassification Monitoring form. Below is the RFEP Monitoring Schedule, based on student last name:

RFEP Monitoring Schedule

Student's Last Name	Monitoring Month, Annually for Four Years	Student's Last Name	Monitoring Month, Annually for Four Years
A-C	October	M-O	February
D-F	November	P-R	March
G-H	December	S-V	April
I-L	January	W-Z	May

If at any point the student is scoring below grade level, intervention measures will be put in place, so as to ensure that the student is receiving as much support as possible, toward maintaining English language proficiency and academic growth. See Appendix 5



INITIAL ELPAC NOTIFICATION LETTER

To the parent(s)/guardian(s) of: <Last_Name>, <First_Name> Date: <Date_Testing_Completed>

SSID: <SSID> Date of Birth: <Date_of_Birth> Grade: <Tested_Grade>

Dear Parent(s) or Guardian(s): When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to assess your child and notify you of your child's proficiency level in English. In California, the name of the test is the Initial English Language Proficiency Assessments for California (ELPAC). This letter also explains the criteria for a student to exit, or reclassify out of, the English learner program. (20 United States Code Section 6312[e][3][A][i],[v],[vi])

Language Assessment Results

See enclosed Student Score Report

Based on the results of the English language proficiency assessment, your child has been identified as an <Calculated_ELAS> student.

Program Placement

If your student was identified as **IFEP**, he/she is assigned to a regular academic program, will not need to participate in an English language instructional support program, will not be designated as an English Learner (EL student), nor will he/she need to take the ELPAC exam again. Please note, that this does not change your student's homeschool teacher.

If your student was identified as an **English Learner (EL)**, he/she has been assigned to an appropriate English language instructional support program based on the results. The goal of this program is to help your child become proficient in English and succeed in the school's academic curriculum. Instructional support is added by your child's teacher as needed, according to the ELPAC results. Please note, that this does not change your student's homeschool teacher.



Exit (Reclassification) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below.

(20 U.S.C. Section 6312[e][3][A][vi])

Required Criteria (California <i>Education Code</i> [EC] Section 313[f])	LEA Criteria Lake View Charter School EL Master Plan
English Language Proficiency Assessment	Overall Performance Level score of 4 (the statewide standardized ELP criterion) with no more than one subscore of 2 in the domains of reading, writing, listening and speaking.
Teacher Evaluation	Student progress as observed by teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
Parental Opinion and Consultation	Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
Comparison of Performance in Basic Skills	EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores.



Intervention and Support Options

In addition to the instructional support provided by your homeschool teacher, Lake View Charter School offers MTSS and other programs to help your student with their English fluency and academic achievement goals through a multi-tiered system of supports (MTSS).

Response to Instruction and Intervention through the Multi-Tiered System of Supports (MTSS)

The school will provide intervention for all students TK-12. The following descriptors provide an overview of specific interventions to support ELs. Intervention for Long Term ELs is the responsibility of the Home School Teachers as well as the entire intervention team.

Tier 1 intervention: Provided until proficiency goal is reached

- The general education teacher begins and/or provides Tier 1 level supports on a class/roster-wide basis. Additionally, the teacher ensures that the students are working in evidence-based curriculum. To complement the evidence-based curriculum, parents and students have access to high quality, school created direct instruction video libraries. The video libraries meet the needs of academic intervention and success. Video libraries are also offered for speech production, stuttering (fluency) and spoken language. These video libraries educate the parents/learning coach on developmental milestones. They also guide the parent/learning coach or HST specifically on how to support the student within the general education program with strategies they can start using immediately.

Tier 2 Intervention: Provided for students who have not yet reached proficiency through Tier 1 interventions

- Tier 1 plus online Interventions, as well as video libraries and direct instruction offered through Tier 2.
- Long Term ELs will continue to receive intensive intervention during direct virtual English Language Development instruction.
- Students receive direct virtual instruction.

Tier 3 Interventions: Provided for students who have not reached proficiency through Tier 2 strategies

- Tiers 1 and 2 Interventions, plus
- Direct Individual virtual instruction and intervention program
- Long Term ELs receive additional small group direct virtual or one-on-one assistance during the virtual intervention instruction.
- Long Term ELs receive additional intervention through an online program

Tier 4 Intervention: Provided for students who have not reached proficiency through previously administered intervention strategies

- Students who do not show progress after a designated time will be recommended to a Student Study Team with possible recommendation for Special Education testing.

Additional Online Programs:

1. **English in a Flash**—is an intervention component of Star 360. All students who are designated EL have automatic access. Students access this program through Renaissance Place (same platform as Star 360); the username and password are also the same as that for Star 360.



2. **Curriculum supplemental support**—check with student’s chosen curriculum platform, as some have a built-in ELD/intervention component. For example, Edgenuity students can access MyPath.
3. **Pathblazer**—this program can be used for intervention in math and reading. This eligibility is dependent on their star360 scores and is only given to students who score in the yellow intervention or red urgent intervention categories.
4. **Reading Horizons**--When a student is more than 2 grade levels behind in ELA. This is also a great support for EL students
5. **Learning Ally**—this program is an audiobook program that reads books to students so that they can hear what it should sound like, as it is read by an English fluent person.
6. **Reading Eggs**--instructs students in the five core literacy areas outlined by the National Reading Panel as essential components of reading instruction. These include: Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension. It develops essential reading skills in a progression that will take a non-reader through to a grade 2 reading level.



Evidence Form

Initial ELPAC Correction: Correcting ELAS from EL to IFEP

HST Name: _____

Student Name: _____

SSID: _____ Scope: _____

List of evidence attached:

Reading	Writing
Listening	Speaking

Additional teacher comments and observations:

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Teacher Signature: _____

Date: _____

Parent Signature: _____

Date: _____

Final Outcome: Student ELAS will be corrected to IFEP: Yes No

EL Coordinator: _____

Date: _____

Complete all information below and email along with evidence documentation to Stacy Close at sclose@inspireschools.org.



English Language Learner Reclassification Form

Student Name:	Grade:
Teacher Name:	Date:

1. ELPAC Scores

2. English Language Proficiency/ Academic Performance

Overall Score		Comparison Data	English	Mathematic
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		STAR360 Scores		
Speaking		Other		

3. Teacher Evaluation

4. Parent Opinion

Final Outcome: Student will be reclassified: Yes No



Teacher Signature:

EI Coordinator:

Parent Signature:

Official RFP Date:



Lake View Charter School
4672 County Road N
Orland, CA 95963

Parent Notification Letter of Reclassification

Date:

Dear Parent/Guardian of _____

State and federal laws require all school districts in California to give a state assessment of English proficiency each year to every student who is identified as an English Learner. The assessment is called “English Language Proficiency Assessments for California (ELPAC).” The results of the ELPAC help to measure how each student is progressing toward proficiency in English in the areas of listening, speaking, reading, and writing.

Your child has been given the ELPAC for this year. Scores are in and based on your child’s performance on this test, your child may be Reclassified as Fluent English Proficient (RFEP). In addition to the ELPAC scores, criteria used to make this decision include:

- an evaluation of your child’s academic performance by the teacher,
- your child’s English proficiency as measured by Smarter Balance Assessment (SBAC), Star 360 and/or iReady assessment
- your opinion as the parent/guardian regarding your child’s proficiency in English and readiness to be reclassified.

You are invited to contact me on the number below for a phone conference, so that we may discuss and decide on your child’s readiness and overall qualification for reclassification. Questions regarding the ELPAC or your child’s results may be directed to me as well.

We urge you to make this contact and hold this conference as soon as possible. Together we can make decisions that are in the best interest of your child.

Sincerely,

Stacy Close
English Learner Coordinator
Lake View Charter School
1-916-671-0662
sclose@inspireschools.org



English Language Learner RFEP Monitoring Form

Student Name:	Grade:	Evaluation Interval: Year 1 Year 3 Year 2 Year 4
Teacher Name:	Date:	RFEP Date:

Academic Achievement		
	English	Mathematics
Classroom Grades		
SBAC Scores		
STAR 360 Scores		
Other		

Was academic performance satisfactory? Yes No

Are intervention strategies necessary? Yes No

Target Intervention (if required)		
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):



Additional Comments/Information

Teacher Signature

Date

Parent Signature

Date

EL Coordinator or Designee

Date



Reclassification Form For English Learners with Disabilities

Student Name:	Grade:
Teacher Name:	Today's Date:
Primary Disability:	Date of last IEP:
Secondary Disability	

1. **Indicate which assessment the student took:** ELPAC _____ Alternate Version _____

2. ELPAC Scores

3. English Language Proficiency/ Academic Performance

Overall Score		Comparison Data	English	Mathematic
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		STAR360 Scores		
Speaking		Other		

4. Has student met language proficiency criteria as assessment by ELPAC? Yes____ No____

5. Does the IEP/reclassification team believe the student's disability impedes the student's ability to demonstrate English proficiency on the ELPAC? Yes____ No____

6. **If so, in which domains?** Reading_____ Writing_____ Listening_____ Speaking_____



Provide an explanation below by using the following criteria to help determine if factors other than English Language Proficiency are responsible for limited achievement on the ELPAC and/or ELA:

_____ Student's performance is commensurate with the student's ability, due to the student's learning disability.

_____ Student's performance is commensurate with that of peers who have a similar learning disability and are NOT English Learners.

_____ Student's errors are indicative of the student's disability versus a language barrier.

_____ Other/also:

7. Was an English proficiency goal written into the student's IEP?

Yes _____ No _____

8. Did the student meet the English proficiency goal?

Yes _____ No _____

9. Is it the belief of the IEP/reclassification team that the student has reached an appropriate level of English proficiency and should be reclassified?

Yes _____ No _____

10. Teacher Evaluation

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11. Parent Opinion

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Final Outcome: Student will be reclassified: Yes ____ No ____

Teacher Signature:	EL Coordinator
Parent Signature:	Official RFEP Date:
Case Carrier:	IEP Team Member:
IEP Team Member:	IEP Team Member: