



LAKE VIEW CHARTER SCHOOL

**Regular Scheduled Board Meeting
Lake View Charter School
July 29, 2020 – 5:00 pm
285 E 5th Street
Chico CA 95926**

**Through Teleconference
Join Zoom Meeting
<https://zoom.us/j/91206671638>**

Meeting ID: 912 0667 1638

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AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session: Conference with Legal Counsel Anticipated Litigation (One Case) § 54956.9
5. Executive Director's Report
 - a. Lake View History
 - b. SB 98 Update
 - c. FCMAT Update
 - d. MOUs with Other Schools and Payments
 - e. Covid-19 Update
6. Discussion and Potential Action on the June Board Meeting Minutes
7. Discussion and Potential Action on the Distance Learning Plan
8. Discussion and Potential Action on the Revised 2020-2021 Budget
9. Discussion and Potential Action on Extended Transitional Kindergarten for 2020-2021



LAKE VIEW CHARTER SCHOOL

10. Discussion and Potential Action on Student Planning Amounts (funding) for 2020-2021
11. Discussion and Potential Action on Parent Student Handbook
12. Discussion and Potential Action on the English Language Development Compliance Policy
13. Discussion on the Nomination and Appointment of Board Members
14. Discussion and Potential Action on the Multi-Employer Agreement
15. Discussion and Potential Action on the Shared Employees MOU
16. Discussion and Potential Action on the Organization Chart
17. Discussion and Potential Action on the MOU with Lake Elementary School District
18. Announcement of Next Regular Scheduled Board Meeting
19. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. 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 school 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 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Lake View Charter School

History of Structure & Governance



Inspire Values

- ❖ Inspire was originally founded to ensure:
 - Families in the communities served were provided with a high quality homeschooling educational option → **Parent Choice**
 - Staff had fair work contracts with good wages and benefits → **Hard working and caring staff**
 - All staff, students, and families had an open door policy to share ideas, ask questions, and voice concerns → **Listening and communication**
 - Relationships and community building were prioritized → **Caring for others**

Timeline and Transition

- ❖ **2014 – 2015** - Inspire Charter Schools opened with the first charter being named Hope Charter Academy. The corporation name was Inspire Charter Schools. (Later during the restructuring, Hope Charter Academy became managed by the corporation, Inspire Charter School - Los Angeles)
- ❖ **2015 -2016-** Inspire Charter Schools expanded by opening the following schools:
 - Inspire Charter School – South (later renamed to Cabrillo Point Academy)

Timeline and Transition

- ❖ **2016-2017** - Inspire Charter Schools expanded by opening the following schools:
 - Inspire Charter School – North (later renamed to Feather River Charter School)
 - Winship Community School
 - Inspire Charter School – Kern (Later renamed to Blue Ridge Academy)
 - Inspire Charter School – Central (later renamed to Yosemite Valley Charter School)
 - In the spring of 2017, Inspire Charter Schools received authorization to open Learning Latitudes Charter School (later renamed to Pacific Coast Academy) and Clarksville Charter School during the 2017 - 2018 school year.

Timeline and Transition

- ❖ July 1, 2016 - June 30, 2017 - Inspire Charter Schools was both the parent company and the operator of Inspire Charter Schools.

Timeline and Transition

- ❖ On May 20, 2017, the Board of Inspire Charter Schools voted to work with the Blank Rome Legal Team to restructure the organization to create separate corporations and boards for each of the Charter Schools with Inspire Charter Schools as the Sole Member Entity starting in the 2017-2018 school year.
 - At that time all agenda items related to the corporation were approved by both the charter boards and also Inspire Charter Schools board.
 - The intent behind the restructuring was to protect the individual charters. By having all of the charters managed by Inspire Charter Schools, there was a concern that one negative legal action could impact the entire network of schools.
 - The assets of Inspire Charter Schools were distributed to the Individual charter school Boards.

Timeline and Transition

- ❖ **2017-2018** - Inspire Charter Schools expanded by opening the following schools:
 - Clarksville Charter School
 - Pacific Coast Academy
- ❖ **2018-2019** - Inspire Charter Schools expanded by opening the following schools:
 - Heartland Charter School
 - The Cottonwood School (delayed opening by year due to facilities)
- ❖ **2019-2020** - Inspire Charter Schools expanded by opening the following schools:
 - Mission Vista Academy
 - Granite Mountain Charter School
 - Triumph Academy
 - Monarch River Academy
 - Lake View Charter School

Timeline and Transition

- ❖ 2018-2019 - During the summer of 2019, Lake View Charter School was authorized to open for the 2019-2020 school year.
- ❖ July 2019
 - Both Inspire Charter Schools and the Individual Charter School boards voted to remove Inspire Charter Schools as the Sole Member Entity.
 - The Charter School no longer has Inspire Charter Schools as a sole statutory member, and decision-making is solely in the hands of the Charter School's Board of Directors and administrative leaders.
 - These structural changes have been made to increase local control and accountability to allow the Charter School to be more responsive to community concerns.
 - Inspire Charter Schools is a non-profit public benefit corporation. However, Inspire Charter Schools is currently inactive. Steps are being taken to complete the voluntary wind-up and dissolution of the corporation.

Corporations vs. Charter Schools

- ❖ There are two parts to the governance structure for Charter Schools.
 - There is the Charter School that is authorized by an authorizing school district.
 - There is the corporation that manages the Charter School. Sometimes the name of the corporation and the Charter School are the same and sometimes they are not.
- ❖ A corporation can manage one or more charter schools.

Intercompany Balances

- ❖ As the charter schools became separate corporations, intercompany balances followed.
- ❖ 2019-2020 began the process of unweaving the charters previously connected by the Inspire Charter Schools.
- ❖ Charter Leaders and Provenance are working together to develop a repayment plan.
- ❖ Charter Leaders are committed to working together to settle the balances.
- ❖ Up to date DTF sheets are always included in the financials presented at the monthly board meetings and available in the board packets posted on the school website

Role of Provenance

2017 - 2018 school year - Inspire District Office (name changed later to Provenance) was in its initial phase of existence and did not provide any support services.

July 2018 - Inspire District Office changed its name to Provenance. The Charter Schools still had Inspire Schools as the Sole Member.

2018-2019 school year - Provenance became the support provider after both Provenance and the independent Charter School Boards approved the Services Agreement.

Role of Provenance (cont.)

2019-2020 school year - Provenance (DBA: Inspire Charter Services) continued as the support provider after both Provenance and the independent Charter School Boards approved the Services Agreement.

2020-2021 school year- Provenance will continue as the support provider after both Provenance and the independent Charter School Boards approved the Services Agreement.

Inspire Charter Schools and Provenance (DBA Inspire Charter Services) are two separate corporations.

**Note: Provenance and Inspire Charter Service are used interchangeably.*

Why Provenance?

These services and goods agreed to in the Services Agreement with Provenance include items that are a model of service and systems to the families that is unique to the independent study marketplace. Families who are looking for a personalized education centered around the interests, specific needs, and learning styles of each child have connected with the community outreach/ “marketing” efforts driven by Provenance, which has trademarked the Inspire brand. With the broad range of services Lake View Charter School is able to present a polished, professional, and welcoming “face” to the public, families, and school staff.



Misconceptions

Provenance and Inspire Charter Schools are two different non-profit benefit corporations. These names are mistakenly used interchangeably.

- ▷ Inspire Charter Schools Articles of Incorporation were filed with the Secretary of State on August 12, 2013.
- ▷ Inspire District Office Articles of Incorporation were filed with the Secretary of State on May 24, 2017.
- ▷ The name change from Inspire District Office to Provenance was filed with the Secretary of State on July 6, 2018.

How have the changes affected staffing?

Due to the change in structure, a staff sharing Memorandum of Understanding was necessary to continue legal sharing of resources between the schools. The shared resources greatly benefit the students in the group of schools.

Education Code section 51749.5(a)(3) expressly allows non-classroom based charter schools to lease certificated teachers employed by other charter schools under a MOU.

The charter schools worked with Procopio to draft a staff sharing MOU that was presented to each individual charter school board along with the risks associated with this type of agreement. The agreement was approved by the separate charter boards in Fall 2019.

Staff Sharing

2019-2020 Staff Sharing MOU included many staff members throughout the state and was managed as a service provided by Provenance.

Updates for 2020-2021:

- ▷ During the 19-20 school year, SPED, student support staff , teachers and other positions were realigned by region and removed from the statewide MOU
- ▷ Staff in the north schools has been hired to be shared between the schools and will be part of a MOU between the north schools only. This will be closely tracked and documented. Any immediate change to the MOU plan by one of the schools will negatively impact the others at this time.
- ▷ Many previous statewide positions have been localized, greatly simplifying the statewide MOU.
- ▷ High School HQT courses will still be shared between the remaining schools statewide. This is not a service of Provenance.
- ▷ In the upcoming year, the goal is to thoughtfully and in a well planned manner better align teachers with their caseloads by charter while preserving relationships already formed.

**Fiscal
Crisis
And
Management
Assistance
Team**

FCMAT

In September 2019, leadership of Provenance initially met with FCMAT about conducting a managerial review.

Several of the schools previously part of Inspire schools are participating in an AB139 audit requested by county superintendents. Lake View Charter School is not included in the FCMAT audit.



Lake View Charter School is chartered through the Lake Elementary school district in Glenn County.

Lake View Charter School can serve students in Glenn County and all counties that touch Glenn County.

Lake View Charter School is an independent study/homeschool program.



Mission

The mission of Lake View Charter School is to develop the individual gifts of students in Glenn County and adjacent counties to become proficient in Common Core State Standards and become critical thinkers, responsible citizens and innovative leaders prepared for academic and real-life achievement in the 21st Century. The mission will be accomplished in a personalized environment that fosters successful achievement through quality, personalized, standards-based education, which could include online coursework, offline textbook work, and unique hands-on and experiential learning experiences facilitated in partnership with students, parents, staff, and community.

How does SB98 affect Lake View?



The bill restricts funding on growth of non-classroom based charters. The school will be funded based on ADA of February 29, 2020.

This limits the school's ability to enroll new students. Because Lake View is a smaller charter and was planning for growth, this has a negative impact. A large waiting list exists.

Charter schools must follow minimum wage laws, unlike public schools. The cost of staffing and benefits for Lake View continues to rise despite the funding being based on the previous year's ADA. We are looking for ways to cut costs going into the 2020-2021 school year.

What will continue....



Our school will continue to be focused on individualized learning, parent choice, academic engagement, and the relationship between the student, staff and the community. The Homeschool Heart remains.

Students will continue to have planning amounts (enrichment funds) to be used to support their homeschool journey. Funds may need to be adjusted for 20-21 to accomodate for SB98 impact and State deferrals.

Lake View will remain committed to the mission and vision and are dedicated to continually adjust and adapt to any coming changes with integrity, kindness and a focus always on students first.

Questions





LAKE VIEW CHARTER SCHOOL

Regular Scheduled Board Meeting - Lake View Charter School

June 17, 2020 – 5:00 pm

285 E 5th Street, Chico CA 95926

Attendance: Lindsay Mower, Billie Adkins

Absent: None

Also Present: Julie Haycock, Kathy Fagundo

Call to Order:

Lindsay Mower called the meeting to order at 5:07 pm.

Approval of the Agenda:

Lindsay Mower motioned to approve the agenda. Billie Adkins seconded.

-Unanimous.

Public Comments:

None

Executive Director's Report:

The Executive Director provided a report on the end of the year and fall plans.

Discussion and Potential Action on the May Board Meeting Minutes:

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

-Unanimous.

Discussion and Potential Action on the May Financials:

Lindsay Mower motioned to approve the May Financials. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the 2020 – 2021 Budget:

Lindsay Mower motioned to approve the 2020 – 2021 Budget. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report):

Lindsay Mower motioned to approve the COVID-19 Plans (Executive Order: N-56-20 Operations Written Report). Billie Adkins seconded.

-Unanimous.



LAKE VIEW CHARTER SCHOOL

Discussion and Potential Action on the CharterSAFE Renewals:

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

Discussion and Potential Action on the Inspire Charter Services Service Agreement:

The Board of Directors tabled this item.

Discussion and Potential Action on the Compensation Policy:

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

Discussion and Potential Action on the Educational Vendor Policies and Procedures:

Lindsay Mower motioned to approve the Educational Vendor Policies and Procedures. Billie Adkins seconded.
-Unanimous.

Discussion and Potential Action on the Field Trip Policy:

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

Discussion and Potential Action on the Teacher Certification Policy:

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

Discussion and Potential Action on the Public Random Drawing/Lottery Policy:

Lindsay Mower motioned to approve the Public Random Drawing/Lottery Policy. Billie Adkins seconded.
-Unanimous.

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 Extended TK Planning Amount Depreciation Chart:

Lindsay Mower motioned to approve the Extended TK Planning Amount Depreciation Chart. Billie Adkins seconded.
-Unanimous.



LAKE VIEW CHARTER SCHOOL

Discussion and Potential Action on the Vendor Agreement:

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

Discussion and Potential Action on the Classified Calendar:

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

Discussion and Potential Action on the Nomination and Appointment of Board Members:

The Board of Directors tabled this item.

Discussion and Potential Action on the Bylaws:

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

Discussion and Potential Action on Affirming of Board Members and their New Terms:

The Board of Directors tabled this item.

Discussion and Potential Action on the Election of Officers:

The Board of Directors tabled this item.

Discussion and Potential Action on the Board Meeting Calendar:

The Board of Directors tabled this item.

Discussion and Potential Action on the Board Resolution – Stipend Expense for Travel, Internet and Phone:

The Board of Directors tabled this item.

Closed Session:

Public Employee Performance Evaluation: Executive Director § 54956.7

Conference with Legal Counsel - Anticipated Litigation (One Case) § 54956.9

Lindsay Mower motioned to enter closed session at 6:19 pm. Billie Adkins seconded.
-Unanimous.

Lindsay Mower motioned to exit closed session at 7:13 pm. Billie Adkins seconded.
-Unanimous.

Public Employee Performance Evaluation: Executive Director § 54956.7



LAKE VIEW CHARTER SCHOOL

The Board of Directors reported at the they conducted the Public Employee Performance Evaluation for the Executive Director.

Conference with Legal Counsel - Anticipated Litigation (One Case) § 54956.9

The Board of Directors report out that no action taken.

Discussion and Potential Action on the Executive Director Contract, Salary, and Fringe Benefits:

Lindsay Mower motioned to allow the Board President to negotiate with the other Board Presidents and to have the ability to finalize the contract within the following parameters:

- The Contract to be up to a 2 year contract
- The salary not to exceed \$17500
- The Fringe Benefits not to exceed \$700 a month

Billie Adkins seconded.

-Unanimous.

Announcement of Next Regular Scheduled Board Meeting

The Board did not announce the next regularly scheduled Board Meeting due to tabling of the Board Calendar. This item will be addressed at a Special Board Meeting.

Adjournment:

Lindsay Mower motioned to adjourn the meeting at 7:19 pm. Billie Adkins seconded.

-Unanimous.

Prepared by:
Bryanna Brossman

Noted by:

Board Secretary



LAKE VIEW CHARTER SCHOOL

Special Board Meeting - Lake View Charter School
June 23, 2020 – 11:00 am
285 E 5th Street, Chico CA 95926

Attendance: Lindsay Mower, Billie Adkins

Absent: None

Also Present: Julie Haycock, Bryanna Brossman, Kathy Fagundo

Call to Order:

Lindsay Mower called the meeting to order at 11:04 am.

Approval of the Agenda:

Lindsay Mower motioned to approve the agenda. Billie Adkins seconded.

-Unanimous.

Public Comments:

None.

Discussion and Potential Action on the Inspire Charter Services Service Agreement:

Lindsay Mower motioned to approve the Inspire Charter Services Service Agreement. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the CharterSAFE Renewals:

Lindsay Mower motioned to approve the CharterSAFE Renewals. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the Board Meeting Calendar:

Lindsay Mower motioned to approve the Board Meeting Calendar agenda. Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the Nomination and Appointment of Board Members Process:

The Board discussed the need to find board members with experience in finance.

Discussion and Potential Action on the Adhoc Committee for Board Recruitment:

The Board directed the staff to create a committee that will work on reaching out the Lake View Charter School families and to bring forth potential candidates for consideration to serve on the Board of Directors.



LAKE VIEW CHARTER SCHOOL

Discussion and Potential Action on Affirming of Board Members and their New Terms:

Lindsay Mower motioned to approve Lindsay Mower and Billie Adkins for a new 2-year term.
Billie Adkins seconded.

-Unanimous.

Discussion and Potential Action on the Board Resolution – Stipend Expense for Travel, Internet and Phone:

Lindsay Mower motioned to approve the Board Resolution – Stipend Expense for Travel, Internet and Phone for \$150 and to cover travel only. Billie Adkins seconded.

-Unanimous.

Adjournment:

Lindsay Mower motioned to adjourn the meeting at 11:37 am. Billie Adkins seconded.

-Unanimous.

Prepared by:
Bryanna Brossman

Noted by:

Board Secretary

Lake View Charter School

FY20-21 Revised Budget

FY21 Budget Highlights

- Revised Budget projects a surplus of \$25K for FY21.
- Revised Enrollment target is at 477 (from 765) with 98% attendance rate.
 - FY19-20 P2 ADA: 470.
- Budget includes Deferrals to LCFF-State Aid payments.
- In-Compliance with SB740 requirements

Revenue

- Funding variance due to decrease in projected enrollment growth.
 - (From 765 to 477)

Revenue

State Aid-Rev Limit
Federal Revenue
Other State Revenue
Other Local Revenue

Total Revenue

19-20 Forecast	Proposed Budget	Fav/(Unf)
\$ 3,986,236	\$ 6,324,513	\$ 2,338,277
51,676	89,214	\$ 37,539
312,723	530,038	\$ 217,315
-	-	-
<u>\$ 4,350,635</u>	<u>\$ 6,943,765</u>	<u>\$ 2,593,130</u>

Expenses

- Expense variance due to reduction in projected enrollment.
 - Decrease in total certificated instructors
 - Decrease in per student pending.
 - Adjustment to Student/Family Fund.

	Original Budget	Revised Budget	Fav/(Unf)
Expenses			
Certificated Salaries	\$ 2,391,955	\$ 1,720,217	\$ 671,738
Classified Salaries	217,438	132,438	\$ 85,000
Benefits	772,569	579,242	\$ 193,327
Books and Supplies	745,031	391,770	\$ 353,261
Subagreement Services	1,637,063	919,333	\$ 717,731
Operations	52,100	30,100	\$ 22,000
Facilities	5,500	3,200	\$ 2,300
Professional Services	834,535	489,046	\$ 345,489
Depreciation	-	-	\$ -
Interest	154,668	94,219	\$ 60,449
Total Expenses	\$ 6,810,858	\$ 4,359,564	\$ 2,451,294



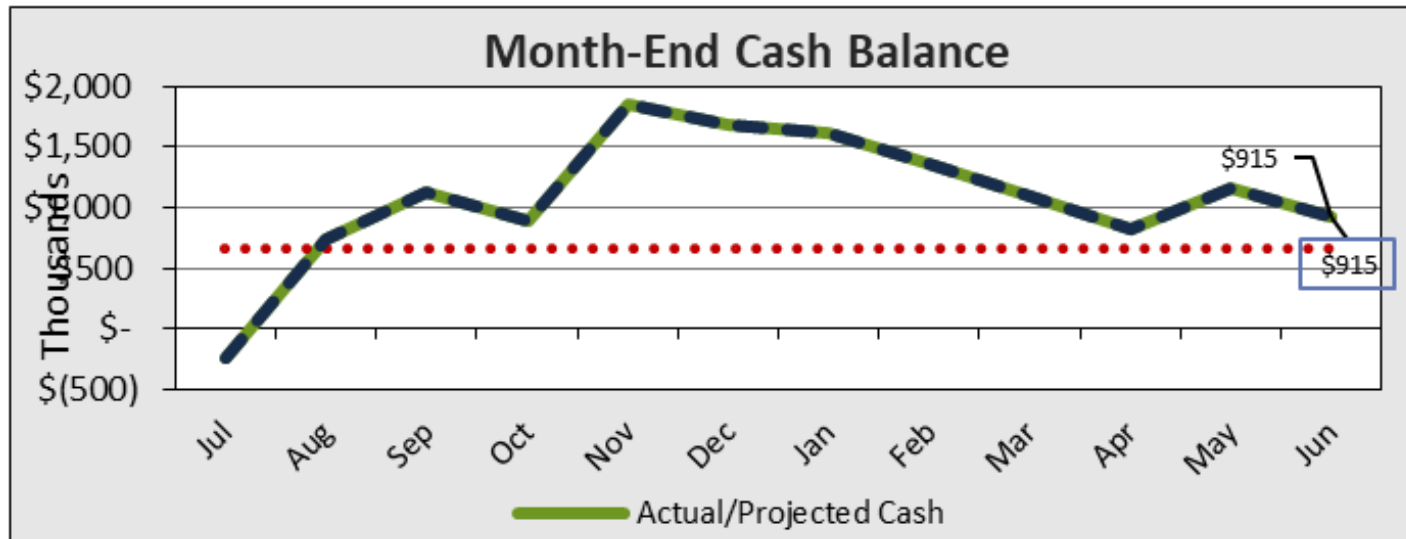
Fund Balance

- A surplus of \$25K is budgeted in FY21.

	Original Budget	Revised Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 132,907	\$ 25,314	\$ (107,593)
Beginning Fund Balance	<u>239,667</u>	<u>239,667</u>	
Ending Fund Balance	<u>\$ 372,573</u>	<u>\$ 264,981</u>	
<i>As a % of Annual Expenses</i>	<i>5.5%</i>	<i>6.1%</i>	

Cash Balance

- Cash balance projected to remain positive through receivable sales.
- Due to/Due From repayment has not been factored into budget.



Appendices

- FY20-21 Monthly Budget/Cash Flow

Lake View Charter School

Monthly Cash Flow/Budget FY20-21

Revised 7/02/20

ADA = 434.25



Revenues

State Aid - Revenue Limit

8011	LCFF State Aid	-	187,800	187,800	338,040	338,040	338,040	338,040	169,020	101,412	101,412	101,412	1,216,944	3,756,001
8012	Education Protection Account	-	-	-	21,713	-	-	21,713	-	21,713	-	-	21,713	86,850
8019	State Aid - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-
8096	In Lieu of Property Taxes	-	8,284	16,567	11,045	11,045	11,045	11,045	21,104	10,552	10,552	10,552	10,552	143,386
		-	196,084	204,367	370,797	349,085	349,085	370,797	349,085	190,124	133,676	111,964	1,249,208	3,986,237

Federal Revenue

8181	Special Education - Entitlement	-	2,488	2,488	4,478	4,478	4,478	4,478	4,862	4,862	4,862	4,862	4,862	51,676
8299	Prior Year Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	2,488	2,488	4,478	4,478	4,478	4,478	4,862	4,862	4,862	4,862	4,862	51,676

Other State Revenue

8311	State Special Education	-	12,544	12,544	22,578	22,578	22,578	22,578	24,514	24,514	24,514	24,514	24,514	260,550
8520	Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	-	-	-	-	-
8550	Mandated Cost	-	-	-	-	-	-	-	-	-	-	-	-	-
8560	State Lottery	-	-	-	-	-	-	20,801	-	20,801	-	-	44,813	86,416
8598	Prior Year Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
8599	Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	12,544	12,544	22,578	22,578	22,578	43,380	22,578	24,514	45,316	24,514	69,327	346,966

Total Revenue

Expenses

Certificated Salaries

1100	Teachers' Salaries	93,876	93,876	93,876	93,876	93,876	93,876	93,876	93,876	93,876	93,876	93,876	-	1,126,517
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	-	-
1175	Teachers' Extra Duty/Stipends	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	-	61,200
1200	Pupil Support Salaries	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	20,458	-	245,500
1300	Administrators' Salaries	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	23,917	-	287,000
1900	Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-
		143,351	143,351	143,351	143,351	143,351	143,351	143,351	143,351	143,351	143,351	143,351	-	1,720,217

Classified Salaries

2100	Instructional Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-
2200	Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-
2300	Classified Administrators' Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-
2400	Clerical and Office Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-
2900	Other Classified Salaries	11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	-	132,438
		11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	11,037	-	132,438

Benefits

3101	STRS	26,377	26,377	26,377	26,377	26,377	26,377	26,377	26,377	26,377	26,377	26,377	-	316,520
3202	PERS	-	-	-	-	-	-	-	-	-	-	-	-	-
3301	OASDI	684	684	684	684	684	684	684	684	684	684	684	-	8,211
3311	Medicare	2,239	2,239	2,239	2,239	2,239	2,239	2,239	2,239	2,239	2,239	2,239	-	26,863
3401	Health and Welfare	15,625	15,625	15,625	15,625	15,625	15,625	15,625	15,625	15,625	15,625	15,625	-	187,500
3501	State Unemployment	711	711	711	711	711	711	3,553	2,842	1,421	711	711	-	14,210
3601	Workers' Compensation	2,161	2,161	2,161	2,161	2,161	2,161	2,161	2,161	2,161	2,161	2,161	-	25,937
3901	Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-
		47,796	47,796	47,796	47,796	47,796	47,796	50,638	49,928	48,507	47,796	47,796	-	579,242

Books and Supplies

4100	Textbooks and Core Materials	-	-	-	-	-	-	-	-	-	-	-	-	-
4200	Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-	-
4302	School Supplies	9,348	14,826	22,026	33,090	35,464	33,089	33,882	32,649	28,106	32,979	13,195	-	301,849
4305	Software	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	3,475	-	41,700
4310	Office Expense	367	367	367	367	367	367	367	367	367	367	367	-	4,400
4311	Business Meals	58	58	58	58	58	58	58	58	58	58	58	-	700
4312	School Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
4400	Noncapitalized Equipment	1,335	2,118	3,147	4,727	5,066	4,727	4,840	4,664	4,015	4,711	1,885	-	43,121
4700	Food Services	-	-	-	-	-	-	-	-	-	-	-	-	-
		14,584	20,844	29,073	41,717	44,430	41,716	42,622	41,213	36,021	41,591	18,980	-	391,770

Subagreement Services

5101	Nursing	-	-	-	-	-	-	-	-	-	-	-	-	-
5102	Special Education	9,183	9,183	9,183	9,183	9,183	9,183	9,183	9,183	9,183	9,183	9,183	-	110,200
5103	Substitute Teacher	-	-	-	-	-	-	-	-	-	-	-	-	-
5104	Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-
5105	Security	-	-	-	-	-	-	-	-	-	-	-	-	-
5106	Other Educational Consultants	18,184	28,839	42,845	64,366	68,983	64,364	65,906	63,508	54,671	64,150	25,666	-	587,148
5107	Instructional Services	18,499	18,499	18,499	18,499	18,499	18,499	18,499	18,499	18,499	18,499	18,499	-	221,984
		45,866	56,521	70,527	92,048	96,665	92,046	93,588	91,190	82,353	91,832	53,348	-	919,333

Lake View Charter School

Monthly Cash Flow/Budget FY20-21

Revised 7/02/20

ADA = 434.25



Operations and Housekeeping

5201 Auto and Travel
5300 Dues & Memberships
5400 Insurance
5501 Utilities
5502 Janitorial Services
5516 Miscellaneous Expense
5531 ASB Fundraising Expense
5900 Communications
5901 Postage and Shipping

Facilities, Repairs and Other Leases

5601 Rent
5602 Additional Rent
5603 Equipment Leases
5604 Other Leases
5605 Real/Personal Property Taxes
5610 Repairs and Maintenance

Professional/Consulting Services

5801 IT
5802 Audit & Taxes
5803 Legal
5804 Professional Development
5805 General Consulting
5806 Special Activities/Field Trips
5807 Bank Charges
5808 Printing
5809 Other taxes and fees
5810 Payroll Service Fee
5811 Management Fee
5812 District Oversight Fee
5813 County Fees
5814 SPED Encroachment
5815 Public Relations/Recruitment

Depreciation

6900 Depreciation Expense

Interest

7438 Interest Expense

Total Expenses

Monthly Surplus (Deficit)

Cash Flow Adjustments

Monthly Surplus (Deficit)

Cash flows from operating activities

Depreciation/Amortization
Public Funding Receivables
Grants and Contributions Rec.
Due To/From Related Parties
Prepaid Expenses
Other Assets
Accounts Payable
Accrued Expenses
Other Liabilities

Cash flows from investing activities

Purchases of Prop. And Equip.
Notes Receivable

Cash flows from financing activities

Proceeds from Factoring
Payments on Factoring
Proceeds from Debt
Payments on Debt

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year-End Accruals	Annual Budget
5201 Auto and Travel	700	700	700	700	700	700	700	700	700	700	700	700	-	8,400
5300 Dues & Memberships	75	75	75	75	75	75	75	75	75	75	75	75	-	900
5400 Insurance	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-	18,000
5501 Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5502 Janitorial Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5516 Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5531 ASB Fundraising Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5900 Communications	125	125	125	125	125	125	125	125	125	125	125	125	-	1,500
5901 Postage and Shipping	108	108	108	108	108	108	108	108	108	108	108	108	-	1,300
	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	-	30,100
5601 Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5602 Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5603 Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5604 Other Leases	267	267	267	267	267	267	267	267	267	267	267	267	-	3,200
5605 Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5610 Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	267	267	267	267	267	267	267	267	267	267	267	267	-	3,200
5801 IT	58	58	58	58	58	58	58	58	58	58	58	58	-	700
5802 Audit & Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5803 Legal	400	400	400	400	400	400	400	400	400	400	400	400	-	4,800
5804 Professional Development	258	258	258	258	258	258	258	258	258	258	258	258	-	3,100
5805 General Consulting	158	158	158	158	158	158	158	158	158	158	158	158	-	1,900
5806 Special Activities/Field Trips	2,671	4,236	6,293	9,454	10,133	9,454	9,681	9,328	8,030	9,423	3,770	3,770	-	86,243
5807 Bank Charges	8	8	8	10	10	10	10	10	10	10	10	10	-	115
5808 Printing	8	8	8	10	10	10	10	10	10	10	10	10	-	115
5809 Other taxes and fees	608	608	608	730	730	730	730	730	730	730	730	730	-	8,395
5810 Payroll Service Fee	311	311	311	311	311	311	311	311	311	311	311	311	-	3,734
5811 Management Fee	24,893	24,893	24,893	24,893	24,893	24,893	24,893	24,893	24,893	24,893	24,893	24,893	-	298,720
5812 District Oversight Fee	-	3,922	4,087	7,416	6,982	6,982	7,416	6,982	3,802	2,674	2,239	2,239	24,984	79,725
5813 County Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5814 SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5815 Public Relations/Recruitment	125	125	125	125	125	125	125	125	125	125	125	125	-	1,500
	29,500	34,987	37,210	43,825	44,069	43,390	44,051	43,264	38,787	39,051	32,964	32,964	24,984	489,046
6900 Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7438 Interest Expense	-	38,030	-	-	38,030	-	-	-	-	-	18,160	-	-	94,219
	-	38,030	-	-	38,030	-	-	-	-	-	18,160	-	-	94,219
Total Expenses	294,909	355,341	341,769	382,549	428,153	382,113	388,063	382,758	362,831	377,433	328,410	310,251	24,984	4,359,564
Monthly Surplus (Deficit)	(294,909)	(144,226)	(122,371)	15,305	(52,011)	(5,971)	30,592	(6,617)	(143,332)	(193,579)	(187,070)	(168,911)	1,298,413	25,314
Monthly Surplus (Deficit)	(294,909)	(144,226)	(122,371)	15,305	(52,011)	(5,971)	30,592	(6,617)	(143,332)	(193,579)	(187,070)	(168,911)	1,298,413	25,314
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	652,172	-	-	89,890	164,705	-	-	-	-	-	(1,323,397)	(416,630)
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable	(119,587)	-	-	-	-	-	-	-	-	-	-	-	24,984	(94,603)
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds from Factoring	-	1,267,650	-	-	1,267,650	-	-	-	-	-	605,325	-	-	3,140,625
Payments on Factoring	-	(145,280)	(145,280)	(253,530)	(253,530)	(253,530)	(253,530)	(253,530)	(126,765)	(76,059)	(76,059)	(76,059)	-	(1,913,152)
Proceeds from Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash	(414,496)	978,145	384,522	(238,225)	962,109	(169,611)	(58,232)	(260,147)	(270,097)	(269,638)	342,195	(244,970)		
Cash, Beginning of Month	173,374	(241,122)	737,023	1,121,545	883,320	1,845,429	1,675,817	1,617,585	1,357,438	1,087,341	817,703	1,159,898		
Cash, End of Month	(241,122)	737,023	1,121,545	883,320	1,845,429	1,675,817	1,617,585	1,357,438	1,087,341	817,703	1,159,898	914,929		



Kindergarten and Transitional Kindergarten Policy

Lake View Charter School is committed to providing educational instruction to all students. The Executive Director or designee shall ensure that the Charter School provides a non-discriminatory and equal enrollment process for students of Transitional Kindergarten and Kindergarten age, in compliance with current state requirements.

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

1. Establish the Enrollment in Kindergarten
 2. Establish the Enrollment for Transitional Kindergarten Eligible Students
 3. Establish Enrollment in Transitional Kindergarten
 4. Outline Adherence to All Non-Discrimination Laws
1. **Enrollment in Kindergarten:** Pursuant to EC 48000(a), a child is eligible for kindergarten if the child will have their fifth birthday by September 1.
 2. **Enrollment in Kindergarten for Transitional Kindergarten Eligible Students:** Pursuant to EC 48000(b), A child having attained the age of five years at any time during the school year with the approval of the parent or guardian, may be admitted to kindergarten subject to the following conditions:
 - The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by school administration and is based on standardized guidelines for academic and developmental readiness for kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
 - The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.
 3. **Enrollment in Transitional Kindergarten:** Pursuant to EC 48000(c)(3)(B)(i), Transitional Kindergarten is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

~~For the 2020-21 school year only, students that are siblings of currently enrolled students must be five years old between September 2nd and February 28 to qualify for transitional kindergarten, subject to the conditions identified below. For the 2020-21 school year, all other students must be five years old between September 2nd and December 2nd to qualify for transitional kindergarten, subject to the conditions identified below. For the 2021-22 school year and beyond, all~~ Students must be five years old between September 2nd and December 2nd to qualify for transitional kindergarten, subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by school administration and is based on standardized guidelines for academic and developmental readiness for transitional kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

4. Adherence to All Non-Discrimination Laws: This policy adheres to all non-discrimination laws and is subject to the same enrollment processes as all otherwise qualified students. Enrollment into the charter school will be consistent with all other enrollment guidelines. In the event that a parent or guardian disagrees with the enrollment or grade level placement recommendations of staff, they may appeal the decision in accordance with the school's complaint procedures.



Extended Transitional Kindergarten Data

Lake View Charter School has the following number of students that would be impacted by the change in the Extended Transitional Kindergarten Program.

Lake View Charter School	2
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New Proposed Funding Amounts

Enrollment Date Range	TK-6			7-12		
	Total Fund Amount	Funds Drop on August 3rd	Funds Drop in December/ Semester 2	Total Fund Amount	Funds Drop on August 3rd	Funds Drop in December/ Semester 2
7/1-10/9	\$2,100.00	\$1,100.00	\$1000.00	\$2,500.00	\$1,100.00	\$1,400.00
10/12-11/2	\$1,500.00	\$400.00	\$1,100.00	\$1,700.00	\$600.00	\$1,100.00
11/3-1/29	\$1,100.00	\$1,100.00	\$0.00	\$1,100.00	\$1,100.00	\$0.00
2/1-3/31	\$500.00	\$500.00	\$0.00	\$700.00	\$700.00	\$0.00

Multi-Year Planning Funds (formerly Rollover)- Families will have the opportunity to use up to \$1,000 per student of the previous years' planning amounts.



Lake View Charter School
Parent/Student Handbook
2020-2021

Table of Contents

School Mission and Vision Statement	4
Mission Statement	4
Vision Statement	4
Description of the Program	4
Schoolwide Learner Outcomes (SLOs)	5
WASC Accreditation	6
Admissions, Registration, & Intake	6
The Parent/Guardian's Role	8
Student Behavioral Expectations	8
Consequences	9
School Calendar	10
Curriculum Choices & Learning Paths	11
Objectionable Materials	11
Curriculum: Transitional Kindergarten - 8 th Grade	11
Curriculum: High School	13
Graduation Requirements	14
4-Year College Entrance Requirements	15
High School Elective Credit for 7 th & 8 th Graders	16
Academic Expectations	17
TK-8 th Grade	17
High School	17
I Can Statements	17
Assignment & Work Records (AWR)	18
Academic Integrity	18
Report Cards	20
Report Cards - TK-8 th	20
Review of Student Work	20
Progress Indicators	21
Report Cards - High School	21
Attendance	21

Withdrawing Your Student	22
Educational Materials & Restitution Policy	23
Homeless & Foster Youth	25
Special Education	25
Common Questions	25
Planning Amounts	28
Program Description	28
How to Request Services/Products	28
Field Trips & Events	29
Technology Team	29
Tech Costs	30
How to Order	30
Tech Center Returns	30
Parent-Student Information Technology Acceptable Use Policy	31
Non-Compliance Policy	36
Work Samples	36
Testing & Assessment	37
State Standardized Tests – California Assessment of Student Performance & Progress (CAASPP)	38
ELPAC: Testing for English Language Learners	38
Internal Diagnostic: Star 360	39
Records Department	40
Work Permits	40
Concurrent, College Enrollment	40
Harassment	41
Expulsion & Suspension	41
Suspension & Expulsion for Students with Disabilities	45
Due Process Statement	45
Grievance Policy and Procedure	45
Family Educational Rights and Privacy Act (FERPA)	46
Signature of Receipt & Acknowledgement	49

School Mission and Vision Statement

Mission Statement

Lake View Charter School is a tuition-free, public charter school serving transitional Kindergarten through 12th grade students in Glenn, Tehama, Mendocino, Lake, Colusa, Butte Counties. We take great pride in being able to offer our students flexible personalized learning experiences through our many unique and dynamic programs.

Vision Statement

Lake View Charter School develops the individual gifts of students to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real-life success in the 21st century.

Description of the Program

Our school respects a family's right to educate their children and strives to offer innovative, personalized learning options for all families. Our programs engage students with a truly personalized learning plan based on their own interests and specific learning needs while preparing them for success both now and in the future. Enrollment in our full-time independent study program is tuition-free.

Our programs provide students with many opportunities:

- Learn at home or on the go with options for flexible, standards-based learning pathways using choices of curriculum, online platforms, and or bundled textbook programs
- Receive guidance, support, and assistance in person and virtually from your assigned credentialed Homeschool Teacher
- Optional field trips and community events
- Numerous and diverse vendor services

Schoolwide Learner Outcomes (SLOs)

We have goals for our students that are known as Schoolwide Learner Outcomes, and they represent what students at our school engage in and strive to achieve when they work through our program. The SLOs are a part of our school culture, and reflect our school vision, College and Career Readiness standards, education of the whole child, and values of our homeschool community. Teachers, students, and parents partner together throughout the year to review and reflect on student progress of the SLOs. SLOs are also an important part of the WASC process as they demonstrate our school's commitment to support student learning.

EVERY LAKE VIEW CHARTER SCHOOL STUDENT

Is a

NAVIGATOR OF THE DIGITAL WORLD

Navigator of the digital world who is proficient in the use of technology, media and online resources.

SELF-DIRECTED INDIVIDUAL

Self-directed and motivated student who is able to set attainable goals to achieve academic success.

PERSONALIZED LEARNER

Personalized learner who is able to thrive in the style of education that best fits their individual needs.

INDEPENDENT CRITICAL THINKER

Independent critical thinker who has the ability to problem-solve, take ownership and apply their knowledge to a variety of problems.

RESPONSIBLE CITIZEN

Responsible citizen who demonstrates integrity and respect while actively seeking knowledge of local and global issues.

EFFECTIVE COMMUNICATOR

Effective communicator who can thoughtfully articulate their thinking with confidence while collaborating with peers.

WASC Accreditation

The WASC process is designed to allow us to go through an in-depth self-study of our school, focusing specifically on organization, curriculum, instruction, assessment, and school culture. We take a close look specifically at our high school students and their success. In addition, we identify and reflect on our progress towards our school-wide learning outcomes (SLOs). The WASC cycle includes targeting our areas of strength and areas of growth and the creation of an action plan to address those areas to increase student achievement.

When a school becomes accredited, it:

- Certifies to the public that the school is a trustworthy institution of learning.
- Validates the integrity of a school's program and student transcripts.
- Fosters improvement of the school's program and operations to support student learning.
- Assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.
- WASC accreditation is important because the military often requires applicants to be from accredited schools and many school districts and universities will only accept credits from WASC accredited schools.
- Allows high school students' courses, grades, and units to be accepted at more colleges and universities after graduation.

Admissions, Registration, & Intake

Required registration documentation includes: proof of age, immunization record or waiver, and proof of residence.

The student must reside within a county our school serves and provide proof of residency prior to registration. If, while attending our school, a family moves they must submit a new proof of residence annually and within ten days of a mid-year change in residence to por@inspireschools.org. If a family moves outside of the service area for the school, the student will need to dis-enroll. There are accommodations for Homeless/Foster Youth and students of active military families.

Proof of Residency (POR): This will be verification of a service to the home address listed on your application. The best document to upload is a current utility bill dated within the last 90 days. For example: a gas, water, electric or cable bill. If providing a utility bill, please make sure that your document has the "Service Address" specifically listed in addition to your name, the date, and the utility name. Just having the document addressed to you will not be enough, it must include the "Service Address" on the utility bill. You can also use your most current property tax bill, vote-by-mail ballot, mortgage statement, or lease agreement. Please make sure that the name, date and address are visible on the document you provide.

If you have one of the extenuating circumstances below, you would need to complete the corresponding forms:

- Living with a friend or relative: Verification of Residence
- Transitional living: Parent Residency Affidavit Form

High school transcripts are necessary for determining proper class placement and for creating Individualized Graduation Plans (IGP). Transcripts should be submitted during the registration process and can be submitted by hand, faxed, or emailed.

All information on the application must be true and correct. If misrepresentations are made or incorrect information is provided, the application may be considered as not meeting the requirements of the school and may result in the revocation or halting of registration until accurate information is provided.

Enrollment in our school is contingent upon the student, parent, and teacher signing an Independent Study Master Agreement Form (Master Agreement) prior to the commencement of instruction and services. Parents and students will not have access to curriculum or Planning Amounts until the Master Agreement is signed and returned.

All students will be placed in their age-appropriate grade level, unless a previous school has officially approved a retention or promotion.

Our school is a full-time, general education, independent study program; not a supplemental program or a part-time program. A student may not be dual enrolled in any other private or public school.

The Parent/Guardian's Role

- Regularly support your student in daily learning during the school day, following the educational plan you and your Homeschool Teacher agree to.
- Treat all Homeschool Teachers and school staff with respect and professionalism.
- Work in collaboration with your Homeschool Teacher, ensuring your student participates fully in their homeschool learning journey.
- Make sure your student participates in online or other recommended intervention supports if needed and assigned by your Homeschool Teacher.
- Complete and submit the monthly Student Learning Log (attendance log).
- Complete the STAR 360 online assessments when requested by Homeschool Teacher up to 3 times per school year.
- Support student(s) in attending state-mandated testing (SBAC, CAST, ELPAC (if needed) and Physical Fitness Test).
- Practice consistent communication to enhance collaboration by reading and responding to emails and phone calls daily
- Attend scheduled Learning Period meetings, as well as any other necessary meetings (on the phone, via web conference, or in-person), with school staff and student(s).

Student Behavioral Expectations

Learning takes place in a variety of settings. These may include, but are not limited to:

- Online classroom sessions
- Public libraries, coffee shops, parks, community locations
- School-sponsored field trips, workshops, and community events

At our school, the primary focus is on student learning. Any behaviors that prevent all students from this focus will be reviewed and discussed with all parties involved. As a diverse community of learners, students must strive to work together in a setting of civility, tolerance, and respect for each other in an environment that does not distract from the mutual commitment to academic inquiry and reflection. To that end, the following student behavioral expectations have been established.

1. When participating in group dialogue, no one monopolizes discussions to the exclusion of others, either in terms of time or opinions expressed.
2. Conflicting opinions among members of a group are respected and responded to in a polite and respectful manner.
3. No side conversations or other distracting behaviors are engaged in during group discussions or presentations.
4. No offensive comments, language, or gestures are part of the learning environment.
5. Impersonating another person on an online platform is prohibited.
6. Use only your own username and password for online platforms and do not share these with others.
7. Do not post personal information in online environments (Phone number, social media usernames, physical address, email address, passwords, etc.)

Infraction of these expectations that is deemed to be disruptive of the learning environment, is cause for removal of a student from an activity and may result in disciplinary action.

Consequences

Staff shall enforce disciplinary rules and procedures fairly and consistently. Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, and the use of behavior plans, alternative educational environments, suspension, and expulsion. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

School Calendar

As a public charter school, we offer families full-time, continued enrollment throughout the entire school year.

2020-2021 School Calendar



July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

School Year Dates	
Aug 3	Teachers Back to Work
Aug 17	First Day of School for Students
Jan 8	End of Semester 1
Jan 15	Report Cards Due
May 25	Last Day of School
Jun 2	Report Cards Due

Holidays	
Sep 7	Labor Day
Nov 11	Veteran's Day
Nov 23-27	Thanksgiving Vacation
Dec 21-Jan 4	Winter Break
Jan 18	Martin Luther King, Jr. Day
Feb 12	Lincoln Day
Feb 15	Washington Day
Mar 29-Apr 5	Spring Break
May 31	Memorial Day

School Events	
May 7	Homeschool Showcase
May 26	8th Promotion & 12th Graduation

Learning Period Dates	
LP1	8/17-9/18
LP2	9/21-10/16
LP3	10/19-11/13
LP4	11/16-1/8
LP5	1/11-2/11
LP6	2/15-3/12
LP7	3/15-4/15
LP8	4/16-5/25

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
						1
	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Events- Dates TBD

Regional Community Connections

Field Trips

School Accountability

Every LP Attendance Logs

Every LP Work Samples

Every 20 school days Student Conference

Testing Windows

Feb-Mar PFT Testing for 5, 7, 9

Mar-May SBAC Testing

Fall, Win, Spr STAR 360

School Closed

Teacher In Service Days

Report Cards

Last Day of Semester 1
First & Last Day of School

Curriculum Choices & Learning Paths

Our academic program is designed to be flexible and customizable. Working together, credentialed teachers and parents design a learning plan that can incorporate:

- A variety of curriculum options and platforms
- Academic support including interventions
- A child's optimal learning modalities
- A wide variety of enrichment resources, materials, and experiences
- School-sponsored learning enrichment, field trips, and student activities
- A blend of virtual and in-person support

If you are looking for an engaging, easy-to-follow learning platform, explore the school adopted options with your Homeschool Teacher below managed by our Curriculum Department. Other curriculum options such as Timberdoodle, Bookshark, Moving Beyond the Page, BYU Independent Study, UC Scout, and many more can be ordered through the [Enrichment Ordering System](#).

Our school curricula include learning paths and platforms designed to address the needs of all students including:

- Active Military
- English Language Learners
- Gifted & Talented
- Homeless/Foster Youth
- Socioeconomically Disadvantaged Youth
- Students in Special Education
- Students with 504 Plans

Objectionable Materials

If your family finds certain lessons or materials in a particular unit of study to be objectionable for various personal reasons, please contact your Homeschool Teacher and she/he will work with you to identify alternative lessons to meet the lesson objectives.

Curriculum: Transitional Kindergarten - 8th Grade

Transitional Kindergarten through 8th grade students have many options including various online curriculum with built-in pacing, bundled textbook programs, or unlimited choices of homeschool curriculum for a personalized learning path. A discussion with your credentialed Homeschool Teacher will help pinpoint how to select, order and gain the most from your curriculum.

Transitional Kindergarten:

- [EmbarK12 by K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline

- [McGraw Hill](#) - Textbook with online resources and online teacher's editions
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

Kindergarten-2nd Grade:

- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [Lincoln Empowered](#) - Online & Offline
- [K12](#) - Online & Offline
- [Calvert Learning](#)- Online and Offline
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

3rd-5th Grade:

- [K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline
- [Odysseyware](#) - Online
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [ALEKS](#) - Online math courses
- [Calvert Learning](#)- Online and Offline
- [StrongMind](#) - Online
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

6th-8th Grade:

- [Odysseyware](#) - Online (Highly qualified instructor optional through [Odysseyware Academy](#))
- [Edgenuity](#) - Online (Highly qualified instructor optional)
- [Edmentum EdOptions Academy](#) - Online with a highly qualified instructor
- [ChoicePlus Bridge](#) - Online with a highly qualified instructor
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [K12](#) - Online & Offline
- [FuelEducation](#) - Online (Highly qualified instructor optional)
- [ALEKS](#) - Online math courses
- [StrongMind](#) - Online
- [Redbird](#) - Online Math and Language Arts/Writing courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

Curriculum: High School

Our school offers an Individualized Graduation Plan (IGP) for all high school students. Upon enrollment, students will discuss and create an IGP with their Homeschool Teacher or a High School Counselor, based on the student's short and long-term academic goals. We provide high school students with various homeschool curricula and vendor options, including college prep, "a-g," and AP courses. Students have the freedom to choose courses in:

9th-12th Grade:

- [ChoicePlus Academy](#) - Uniquely-designed courses taught live twice weekly by a highly qualified teacher in an online classroom. Internet access is required to attend scheduled courses and submit work.
- [Edgenuity](#) - Online (Highly qualified instructor optional)
- [Edmentum EdOptions Academy](#) - Online with a highly qualified instructor
- [FuelEducation](#) - Online with a highly qualified instructor
- [McGraw-Hill Textbook](#) - Offline with online supplemental videos and office hours. Internet access is required to turn in assignments. (High qualified instructor attached)
- [Odysseyware](#) - Online (Highly qualified instructor optional through [Odysseyware Academy](#))
- [StrongMind](#) - Online
- [ALEKS](#) - Online math courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the Homeschool Teacher.
- A combination of the above
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

9th - 12th Grade [AP Courses offered in Edgenuity](#) (offerings may vary annually due to interest and instructor availability):

- Calculus AB
- English Language & Composition
- English Literature & Composition
- Environmental Science
- French Language & Culture
- Human Geography
- Psychology
- Spanish Language & Culture
- U.S. Government & Politics
- U.S. History
- World History

AP courses are also offered through BYU, K12, UC Scout, APEX, and other curricula options that offer College Board adoptable AP courses with an AP instructor attached.

Graduation Requirements

High school graduation requirements and college entrance requirements are not the same. Course selection should be based on academic, career, and personal interest. Student interests and goals should guide the path through high school.

College admission requirements will vary from school to school, it is recommended that students check admission requirements before applying to their college of choice. Students can always reach out to their high school counselor if they have questions about graduation requirements or the college admission process.

Subject Area	Graduation Requirements	Total Credits
Social Studies	6 semester courses <i>(Must include 1 year of US History, 1 year World History, 1 semester of Government, and 1 semester of Economics)</i>	30
English	6 semester courses	30
Math	4 semester courses <i>(Algebra 1 must be completed)</i>	20
Science	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Biological Science)</i>	20
Visual & Performing Arts	2 semester courses	10
World Language		

Electives	18 semester courses	90
Total =		200 Credits

* Please note that once a subject area graduation requirement has been fulfilled, all excess credits will be rolled over to the Electives category.

Suggested Course Sequence			
9 th Grade	10 th Grade	11 th Grade	12 th Grade
<ul style="list-style-type: none"> English 9 Algebra 1 Physical Science <i>or</i> Earth Science Elective / Elective Elective / Elective 	<ul style="list-style-type: none"> World History English 10 Math Biology Elective / Elective 	<ul style="list-style-type: none"> US History English 11 World Language <i>or</i> Visual & Performing Arts Elective / Elective Elective / Elective 	<ul style="list-style-type: none"> Economics <i>and</i> Government Elective / Elective Elective / Elective Elective / Elective Elective / Elective

4-Year College Entrance Requirements

Students who plan to apply to a 4-year college right after high school graduation should plan to meet “a-g” requirements. These requirements are mandatory for students who apply to the CSU or UC systems, and recommended for students who plan to apply to private and out-of-state colleges and universities. The “a-g” requirements are summarized below:

A-G	Subject Area	Subject Requirement
a	History Social Science	2 years <i>(1 year of World History and 1 year of US History, or ½ year of US History and ½ year of Government)</i>
b	English	4 years
c	Mathematics	3 years <i>(Algebra or higher)</i>

d	Laboratory Science	2 years <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
e	Language Other Than English	2 years <i>(Must be 2 years of the same language)</i>
f	Visual & Performing Arts	1 year
g	College-Preparatory Elective	1 year

Students who plan to apply to the UC or CSU systems will need to take courses that are “a-g” approved. All “a-g” courses must be completed with a grade of C or better. There are alternative ways to meet “a-g” requirements through testing and community college courses. Students can check the progress of their “a-g” requirements by consulting with their high school counselor.

Subject requirements will vary for private and out-of-state colleges and universities. However, most students who are eligible for UC admission and fulfill the “a-g” requirements will also likely meet the admission requirements for most of the private and out-of-state colleges and universities.

Students should also plan to take the SAT or ACT. SAT Subject Tests are usually optional; however, students who are applying to specific departments or highly selective schools will want to check with the admissions office of the college or university of interest to verify requirements.

For more information, please visit the sites below:

- [“A-G” Requirements](#)
- [Lake View’s “a-g” Course List](#)
- [SAT Information](#)
- [ACT Information](#)

High School Elective Credit for 7th & 8th Graders

Our school will grant high school elective credit for high school math, world language, and CTE pathway courses taken by 7th and 8th grade students. As a parent-choice school, we allow 7th and 8th graders to take high school courses, but it is important to consider how taking courses in middle school will affect high school and college before choosing this option for your student. Please contact your Homeschool Teacher to discuss starting high school courses early prior to enrolling in high school level courses.

Academic Expectations

TK-8th Grade

Families choose to enroll at our school for a variety of reasons, but at the cornerstone of each decision is a supportive partnership between the family and their credentialed Homeschool Teacher. Our school provides the tools and guidance for students to experience a high-quality education by providing access to personalized curriculum and instruction. Students need to be engaged in learning each school day. Families and credentialed Homeschool Teachers work together to provide support for struggling students. Families are required to meet with their Homeschool Teacher, at minimum, once every 20 school days.

High School

All high school students enrolled at our school will discuss and create an Individualized Graduation Plan (IGP) with their Homeschool Teacher. Short and long term goals will be created based on the needs of each student. A guidance counselor is also assigned to each student and will review the IGP. Our ultimate goal is to help students meet graduation requirements. It is incredibly important for students to pass courses so that graduation is attainable within 4 years of high school.

The minimum number of credits that should be earned at the end of each semester is listed below:

	Grade 9	Grade 10	Grade 11	Grade 12
Semester 1	25 credits	75 credits	125 credits	175 credits
Semester 2	50 credits	100 credits	150 credits	200 credits

Students and parents should work with their Homeschool Teacher and guidance counselor if they wish to graduate high school early. Students who have surpassed the minimum number of credits that should be earned at the end of each semester must still be enrolled in a minimum of four courses (20 credits) each semester. Students must complete a minimum of 5 courses each semester (25 credits) to remain on track for graduation. Students who fail a course will earn 0 credits for the course and could potentially no longer be “on track” for graduation. Students who become credit deficient should work with their teacher and guidance counselor to adjust the Individualized Graduation Plan. Students are expected to meet with their Homeschool Teacher(s) regularly to ensure adequate progress is made toward completing courses.

I Can Statements

I Can Statements are family-friendly guides that can be used to help your family and ensure your students are on track for their grade level. All learning objectives for Math, Language Arts, Science and Social Studies are provided, written in family-friendly language. I Can Statements help make grade level learning targets clear for families and they address the standards students of the same grade learn in

all public schools.

The school is committed to empowering each student to reach their full potential. Our students are engaged learners capable of deep understanding, creative thinking, and innovative approaches to problem solving. Using the I Can Statements (State Standards), the student interests, talents and learning styles profile as their guide, as well as hands-on experiential learning, field trips, park days, and activities in the local community, credentialed teachers partner with parents to develop unique Personalized Learning Plans for each student.

Assignment & Work Records (AWR)

Assignment & Work Records are a digital checklist created for each student and work parallel to the I Can Statements/Standards. AWR is personalized for each student and is a strategic plan that helps ensure appropriate progress through the standards is achieved.

Academic Integrity

Our school urges students to conduct themselves ethically and honorably. It is expected that the grade a student earns is based upon work that the student has completed.

By definition, Academic Integrity is the moral code or ethical policy of academia. This includes values such as avoidance of cheating or plagiarism; maintenance of academic standards; honesty and rigor in academic work.

The following behaviors may be considered as a violation of our Academic Integrity Policy or Code:

- Plagiarism
- Talking during a proctored exam
- Copying another student's test/assignment
- Allowing others to copy your work
- Exchanging assignments with other students (either handwritten or computer-generated)
- Using a computer or other means to translate an assignment/part of a World Language assignment to another language
- Using summaries or commentaries (Cliff Notes, Spark Notes) in lieu of reading the assigned materials
- Submitting purchased papers
- Altering a grade (on a computer, on a report card, on an assignment)
- Taking an exam for someone else
- Using bribery/blackmail/threats

Any student known to have acted without academic integrity will be subject to disciplinary action in the following manner:

- **First offense:** A grade of F and/or 0% on the assignment/exam with a chance to resubmit within 1 week and parent/guardian notification
- **Second offense:** A grade of F and/or 0% on the assignment/exam with no resubmit and

conference with parent/guardian

- **Third offense:** A grade of F in the class, in-person conference, and placement on Academic Probation for 1 year
- **Fourth offense:** Disciplinary hearing; possible expulsion from the school

Students placed on Academic Probation may be subject to the following consequences:

- Copy of cheating referral placed in permanent cumulative file
- Proctored unit tests and finals by a school staff member
- Restricted from participating in school activities (field trips, prom, graduation)
- Ineligible to receive letters of recommendation from school staff

Report Cards

Report Cards - TK-8th

Students, parents, and teachers work in partnership to design personalized learning plans and goals. The credentialed Homeschool Teacher affirms the learning plan and is guided by the I Can Statements.

Report Cards are not required for grades TK-8, but families may request them from their teacher. While TK-8 report cards are not required, they are sometimes necessary for other student endeavors such as sports teams, insurance, government verifications, etc. Please consider your family participation in these types of activities when deciding to request a report card or not. We highly recommend that parents of 7th and 8th grade students request a report card as this type of documentation is frequently requested if transitioning into a brick and mortar high school setting. If you do not request a report card, nothing will be stored in a student's cumulative file.

Parents of TK-8th grade students have three Report Card options (Option B is the default if you do not make a selection):

- **Option A:** I would like my teacher to create a Report Card and I would like a copy filed in my student's Cumulative Record.
- **Option B:** I would like my teacher to create a Report Card and I would NOT like a copy filed in my student's Cumulative Record.
- **Option C:** I DO NOT want a Report Card to be generated.

Your Homeschool Teacher will communicate directly with you to ask which option you would like for Report Cards.

Review of Student Work

Families share all of the learning that has occurred during Learning Period meetings with their teacher(s). Teachers work with the family to review and reflect on student learning. Teachers will use the shared information to determine mastery of standards and match these to the I Can Statements.

It is our school's policy and practice that individual student data is never shared with anyone other than the parent and teacher. The data is used solely to show grade level and school-wide trends for accreditation purposes.

Progress Indicators

Progress Indicators (PI) will be assigned for your student by your Homeschool Teacher four times during the school year. The Progress Indicators are used to gather school-wide data on grade level progress as it relates to the state standards. The data is used by LVCS when we are required to report the effectiveness of our academic program to stakeholders such as our charter authorizers and our School Board.

Indicator	Description
4	Significant Progress 85-100%
3	Adequate Progress 70-84%
2	Some Progress 60-69%
1	Little to No Progress <59%

Report Cards - High School

All 9th-12th grade students are required to have a report card issued at the conclusion of each semester. Semester report cards will be based on progress made in the student's assigned high school courses.

Students in high school earn letter grades. High school students need to complete requirements and lessons as outlined by their Homeschool Teacher or by the High School Content Teacher, as applicable.

The chart below shows the grading rubric for quality of assigned work:

Percentage	Grade
90-100%	A
80-89%	B
70-79%	C
60-69%	D
59 and below	F

Attendance

- Parent/Guardian is responsible for ensuring that their child is actively engaged in learning each school day.
- Monthly Student Learning Log (Attendance Log) must be signed and submitted to your

Homeschool Teacher at the end of each Learning Period. The Homeschool Teacher will communicate with individual families/students on the collection process of this document.

- The following are acceptable reasons for not logging attendance: Illness and hospitalization not to exceed 10 percent or more of the school days, exclusive of Saturdays and Sundays, in the school year, bereavement, family emergency, and natural disaster. In such cases, the absences would be considered excused. Some instances may require verification, such as a doctor's note, to be provided to your teacher.
- Homeschool Teachers will be knowledgeable of student progress, learning, and engagement in school. This can occur at regularly scheduled meetings, calls, emails, and or other methods.
- If the Homeschool Teacher is unable to obtain knowledge of the progress, learning, and engagement in school, attempts to contact will be documented and a non-compliance letter may be sent. After multiple failed attempts to contact a family, the school may deem that enrollment in the school is not in the best interest of the student and he/she may be subject to withdrawal. Refer to Non-Compliance Policy.

Withdrawing Your Student

To withdraw your student, please provide your Homeschool Teacher with the following information:

- Last date of attendance in our school
- Name of school or school district your student will be enrolling in
- Reason for withdrawal
- Submit your last attendance log and work sample

Once this information is received your Homeschool Teacher will assist you with the materials return process. All school property must be returned upon withdrawal, with the exception of assistive technology devices required by a student's Individual Education Plan (IEP). In that instance, such materials must be returned to the School when alternative arrangements are made or until two months have elapsed from the date of withdraw. Families may be billed for any items not returned and student transcripts may be held until all materials are returned.

Please Note: Last day of documented attendance is the last day of enrollment.

Enrichment Certificates for services beyond the student's withdrawal date will be canceled and any services attended/continued, again after the student's withdrawal date, will be at the family's expense.

Educational Materials & Restitution Policy

This policy supports the School's efforts to remain a sound steward of public funds and ensure students continue to have access to educational materials.

The purpose of the School Governing Board approving this Educational Materials and Restitution Policy is to accomplish the following:

1. Provide an Overview for the Educational Materials and Restitution Policy
2. Outline the Procedures for the Restitution Process

1. Overview: Students attending School may receive access to certain School property during the course of the school year, including educational technology and textbooks, and parents are responsible for ensuring the educational materials are returned (with reasonable wear and tear). California law states that the parent or guardian of a minor can be held liable to a school for all property loaned to and failed to be returned, or willfully damaged by a minor. The liability shall not exceed \$10,000.

The School shall seek restitution when a student, among other things, willfully cuts, defaces, or otherwise damages any property, or loses or fails to return property, borrowed or personal belonging to the School. This includes but is not limited to, installing unauthorized software applications, modifying, adding or deleting software or any alteration to the configuration of any and all IT computing devices - such as laptops and other devices.

The School, after affording the student due process rights, may withhold the grades, diploma, and official transcripts of a student until the student or parent/guardian pays for the lost or damaged school property (e.g., educational technology, textbooks, etc.). The School may also withhold full privileges of participation in school activities.

Withholding Grades, Diploma and Transcripts and Transferring Students

The authority to withhold grades, diploma, or official transcripts applies only to situations where the student, parent or guardian has requested a copy of the student's records. When a student transfers to another K-12 school, the student's permanent record must be sent to the requesting K-12 school. The permanent record, or copy, must be sent even though there may be charges or fees owed by the student, parent, or guardian. In such cases, upon sending the permanent student record to the new (receiving) school, the new school shall be notified of the restitution debt.

2. Procedures:

1. School shall use inventory systems that clearly identify the student and type of school property issued to the student.
2. School shall implement a restitution process by which students are afforded the opportunity to return the missing property or pay for the damages. Assuming the student returns the missing property or pays for damages, the debt is discharged and any withheld grades, diploma, or official transcripts of the student shall be released and the full privileges of participation in school activities shall be restored.
3. School shall follow the due process procedure listed below that allows the parent/guardian or student an opportunity to review and respond to the imposition of any fees or charges resulting from this policy.

- a. The School shall provide the parent/guardian written notice of alleged loss or damage of school property ("Written Notice").
 - b. The Written Notice will inform families the School may contact law enforcement and/or refer the debt to a collections agency.
 - c. If the parent/guardian disagrees with the School's Written Notice, they may appeal the Written Notice in writing to the school. The parent/guardian's appeal should explain why a fee or charge should not be imposed in response to the Written Notice.
 - d. After reviewing any information provided by the parent/ guardian, the Principal (or his/her designee) shall decide whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian shall be notified in writing of the decision. The written decision of the Principal is final. There is no appeal beyond the school level.
4. Upon receiving notification of the School's decision ("Second Written Notice"), the parent or guardian must pay the outstanding obligation payable to the School or return missing property.
 5. If the parent/guardian does not respond to the Written Notice or if a parent/guardian loses their appeal, School may withhold the transcript, diploma, and grades until the debt is resolved. The Second Written Notice shall explain if the School is withholding the transcript, diploma, and grades until the parent/guardian pays or remedies the outstanding debt.
 6. Upon receiving payment or the unreturned educational materials in satisfactory condition (e.g., reasonable wear and tear), the School shall ensure the debt is discharged. If the School withheld student's grades, diploma, and/or official transcripts, School shall release grades, diploma, and/or transcripts.
 7. The purpose of this policy is to provide families reasonable opportunity to return missing educational equipment or pay for damaged and missing school property to avoid the School having to seek a legal recourse. If the Second Written Notice is unsuccessful, the School may consider referring the debt to a collections agency as a last resort.

Homeless & Foster Youth

Homeless and Foster students in Lake View Charter School will be closely monitored by their Homeschool Teacher and School staff. Students who have Performance Indicators below grade level will be encouraged to enroll in intervention programs and an intervention plan will be developed and closely monitored by the Homeschool Teacher and other leaders. Monitoring of achievement and course correction as well as increasing and decreasing the time of the task and direct instruction as needed for students who need intervention will occur each month during the learning period meetings.

Special Education

School personnel are 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.

In cooperation with Los Angeles County Charter Special Education Local Plan Area (SELPA), our school will work to ensure that a Free and Appropriate Public Education (FAPE) is provided to all eligible students with exceptional needs in the student's Least Restrictive Environment (LRE). Specifically, our school will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR), and applicable Special Education policies and practices of the SELPA.

Common Questions

Following are the most common questions that the Special Education department receives from families regarding Special Education at our school. Please review and contact the Special Education Team if you would like to discuss these topics further.

What is Special Education?

Special Education is specially designed instruction, supports, and services to meet the unique educational needs of individuals with disabilities, which cannot be met in the general education program. It is an integral part of the total public education system, and Special Education services are provided:

- In a way that promotes interaction between students with and without exceptional needs;
- At no cost to families; and
- Include a full range of program options to meet the educational and service needs in the least restrictive environment (LRE). --California Education Code Section 56031

Who should you contact when you believe your child may need additional academic support?

Your assigned Homeschool Teacher is the best person to initially discuss any academic questions or concerns. Your Homeschool Teacher will most likely recommend interventions and/or

accommodations for you to use with your child if appropriate.

In the event that you and your Homeschool Teacher need additional guidance in supporting your child, you may request for a Student Study Team (SST) meeting be held. This meeting will document the concerns of school staff and families, identify interventions attempted, and possibly recommend additional interventions. Interventions should be attempted for six to eight weeks and a second SST meeting should be held to document the student's response to intervention. Depending on the successful implementation of the intervention, the SST will contact the Assessment Team for additional support or recommendations.

How is it determined that a student is eligible to receive Special Education?

Assessments are the basis for Special Education eligibility, placement, and service decisions. The assessments will be done by professionals who have had specialized training and required certification/licensure. General Education, Homeschool Teachers, and parents, who know the students well, play a critical role in understanding a student's academic strengths and struggles and are essential in the process of documenting/identifying areas of needs.

When the school receives a referral for Special Education, the child's legal guardian will be sent an assessment plan that details the types of assessments being proposed. The child will receive a "full and individual initial evaluation" to determine if the child has a disability and determine the child's educational needs. A full evaluation means that the child shall be assessed in all areas of suspected disability within 60 calendar days of parental consent received by the school via signature on an assessment plan (timelines adjusted for student breaks over five consecutive days).

What is an Individual Education Program (IEP)?

An IEP is a contractual, legal obligation, on the part of the school stating how the school plans to assist a student once they have been determined eligible for Special Education supports and services. The IEP document is written following the determination of a student's need and eligibility for Special Education.

The Individual with Disabilities Education Act (IDEA) requires that an IEP include a "statement of measurable annual goals" which allow the child to be involved in and make progress in the general education curriculum and meet each of the child's other educational needs that result from the child's disability." The IEP team develops the IEP document annually and identifies the child's needs, annual goals, objectives, adaptations, services and placement.

What is the role of the parent in an IEP meeting?

Parents are encouraged to participate in the IEP meeting by providing information on which supplementary aids and services, program accommodations, and support for the parent's role as learning coach are needed to help the child progress toward attaining progress in general education curriculum and on their IEP goals. Please speak with your Special Education teacher further regarding the structure of IEP meetings and if you have any questions or concerns.

How are Special Education services provided at our independent study school?

Students with IEPs are required to participate in Special Education services as indicated in their IEP documents.

- Specialized Academic Instruction (SAI) is usually delivered virtually and is taught by experienced and credentialed Special Education Teachers. The format of these sessions are determined by the student's IEP team and based on their academic IEP goals.
- Related Special Education services, such as occupational therapy, speech and language therapy, etc. may be provided by qualified School staff or via non-public agencies (NPA) contracted with the school. NPAs have a certification with the California Department of Education to work with school-aged students and they are carefully selected by the school.

Should Special Education Teachers be included in the development of a student's education plan, designed by the Homeschool Teacher?

Whenever possible, it is recommended that a Special Education Teacher be included in the development of a student's education plan, which is designed by the learning coach and Homeschool Teacher. While it is not a requirement, the involvement of the Special Education Teacher provides an opportunity for the team to get a different perspective on how to help support a student's needs, challenges, and strengths.

Shall your Homeschool Teacher collect work samples for students with an IEP?

The school Work Sample policy is the same for all students.

Planning Amounts

Program Description

We focus on Personalized Learning, a philosophy that truly puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In order to allow families flexibility on their personalized learning path we allocate a planning amount that is used for carefully select educational products, such as curriculum, technology items, supplemental enrichment materials, and field trip opportunities, and services, such as enrichment lessons and classes to fit each student's academic goals. All orders must be nonsectarian and are approved by your Homeschool Teacher.

Product:

- Curriculum
- Technology Items*
- Enrichment Materials
- Educational Field Trips

Service:

- Academic Enrichment Classes
- Tutoring Services
- STEM Classes
- Fine Art Lessons & Classes
- Performing Arts Lessons & Classes
- Physical Education Classes

**The Technology Acceptable Use Acknowledgement must be signed in order to receive the technology equipment. All families receive this form through email at the beginning of the year.*

All materials ordered through the school with state funding are the property of the school. Materials are loaned to enrolled students for educational purposes only. The items must be returned to the school upon withdrawal from the school. All materials must be returned to the school upon withdrawal. Families may be billed for any items not returned and student transcripts may be held until all materials are returned. For additional information about student returns and liability read here. <https://drive.google.com/file/d/1b72VTRo8Xh5A6rCfrJmLuLuqEca-oFFd/view?usp=sharing>

All services requested through the school with state funding will only be provided with an Enrichment Certificate with an approved vendor during the student's enrollment period. Any services provided without an Enrichment Certificate and/or beyond the student's enrollment dates will be the financial responsibility of the family. Upon withdrawal, families shall be responsible for notifying their service vendor(s) they are no longer enrolled with the school.

How to Request Services/Products

1. Visit the Enrichment Ordering System (EOS) to request services and products.

2. Services may only be requested through approved service vendors.
3. The first time a family uses a vendor for service, they will need to sign and submit an online waiver form through the EOS.
4. If families are requesting a service, an Enrichment Certificate will be created and sent via email to the parent. Parents can also access Enrichment Certificates on the EOS. Certificates must be requested and approved prior to our schools agreeing to pay for services. Please allow for processing time during which time students are not able to start services until the Enrichment Certificate is approved. Students are not able to start services without an Enrichment Certificate.
5. Families will present the Enrichment Certificate to the vendor.
6. Each vendor will invoice the charter school for the services approved on the certificate.
7. The school pays vendors directly. Parents should not pay vendors for student services as we cannot provide payment/reimbursement to families.
8. Technology devices can be ordered through the Enrichment Ordering System. To see a current catalog of available devices, please visit techstore.inspireschools.org.

Field Trips & Events

We believe in inspiring our community and learning through educational experiences through school-organized field trips and events.

Student Supervision

Students are required to be accompanied by a parent and/or designated guardian for all school-organized field trips. Parents and/or guardians are responsible for ensuring the safety and behavior of their students.

Liability

All families will be required to sign a liability waiver releasing the school from any and all liability or costs associated with or arising from their participation in each field trip.

How to Request School-Organized Field Trips & Events

All school-organized field trips and events are booked through the Field Trips & Events System (FTE). Families will log into the FTE site to search for available field trips and submit their field trip requests to their Homeschool Teacher for approval.

Technology Team

Choosing technology can be overwhelming. The Tech Team helps simplify your selection by providing a curated list of qualified devices, items, and software. All items offered meet internal standards of quality, performance, value, availability, and support. These items can be obtained as part of a student's Planning Amount as it aligns with his/her learning plan.

Some technology items (e.g. computers, laptops, tablets and printers) require specific configurations, must meet certain standards or be purchased through select suppliers, channels, or agreements.

Tech Costs

Most devices offered by the Tech Team are business-class devices and are not found in local retail stores, so be certain you are comparing the exact same models and specs with approved vendors. Remember, all taxes (e.g. sales tax) and fees (e.g. shipping, CA e-waste disposal) are also included in the price you see. Unfortunately, we are not able to price match.

Pricing also includes software and device licenses, school compliance features, management services, enhanced warranties and damage protection, solid state drives (SSD), protective cases, asset tagging and inventory, packaging materials, shipping both ways, and lifetime support for the device is standard. These items are factored into the Planning Amount cost of Tech Items.

The following limits have been placed for tech devices assigned to students and families:

- 1 computer per student
- 1 tablet per student
- 1 printer per student

How to Order

Tech devices are available through the Enrichment Ordering System, and can be ordered in the same fashion as other enrichment items. For a read-only catalog of current offerings, you may visit techstore.inspireschools.org.

Tech Center Returns

All Tech items are the property of the school and returns should be submitted to the Tech Team. Please contact us for detailed directions on how to return items.

The school is unable to sell any enrichment/technology items to families.

For Tech Team assistance or questions, please call (626) 433-8094 or email tech-help@inspireschools.org.

Parent-Student Information Technology Acceptable Use Policy

It is the school's mission to empower students with access to technology, information, and digital resources while fostering safe, responsible, and ethical learning environments.

We are committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of school devices, networks, accounts, and other resources must adhere to school policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of the school. Relevant regulations include (but are not limited to):

- The Family Educational Rights and Privacy Act (FERPA)
- Children's Internet Protection Act (CIPA)
- Individuals with Disabilities Education Act (IDEA)
- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)

DEFINITIONS:

1. School, Organization, and or We –Lake View Charter School and its subsidiaries, programs, and divisions
2. ITD - Inspire Charter Services/Provenance Information Technology Department
3. You, Your, and or I - The parent/guardian, student, and signer of this Acceptable Use of Technology Policy
4. Resources - Devices, systems, services or networks owned, operated or issued by the school
5. User - Any person(s) accessing or utilizing school resources that is not a resource operator
6. AUP - Parent/Student Information Technology Acceptable Use Policy

USER RESPONSIBILITIES:

Access to school technology, resources, and support is a privilege that offers a wealth of educational benefits. To maintain these privileges, all users must agree to, learn about, and comply with all information within this Acceptable Use Policy (AUP) document.

1. You agree to learn about and comply with all the information outlined in this AUP document.
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:
 - a. Never leaving items unattended
 - b. Never lending, giving or releasing items to a person other than an authorized school employee, such as a Tech Team member
 - c. Never removing protective accessories or features (e.g. cases, bumpers)
 - d. Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
 - e. Maintaining student supervision by parent/guardian during access and usage
3. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
4. Parents/guardians are expected to provide supervision and monitor device/Internet access

and usage.

5. You are expected to make a reasonable effort to protect your passwords, information and data.
6. You must safeguard internal safety and security policies, such as authentication methods and password conventions.
7. You are obligated to notify ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event ITD has not contacted you to do so.
8. Items, devices and resources issued by the school are school property and must be returned or relinquished to the school upon request.

ACCEPTABLE USE OF LVCS RESOURCES BY USERS:

1. All school-issued accounts are intended solely for use by the person authorized to use the account.
2. When sharing or exposing personal information or data online, extreme caution should be exercised.
3. Any information or communication accessible via any school network should be assumed as private property.
4. The school reserves the right to verify whether specific uses of school technology or networks are consistent with this acceptable use policy.
5. The school is bound by certain licensing agreements. Users are expected to comply with those agreements.
6. Educational and instructional use as related to the school only.

UNACCEPTABLE USE OF SCHOOL RESOURCES:

1. All commercial or for-profit usage is prohibited.
2. The access, use or transmission of objectionable material (e.g. materials that are obscene, bullying, profane, lewd, threatening, disrespectful, hateful, pornographic) is prohibited.
3. Violation of any local, state or federal laws as well as School, board or administrative policies are prohibited. Example: Federal copyright laws ([Title 17](#), USC)
4. Any attempt to circumvent LVCS security measures, content filters or access restricted resources is prohibited.
5. All malicious and nefarious activities are prohibited. Examples include (1) unauthorized trespassing or infiltration of a network or device, (2) the intentional distribution of malware, (3) any attempt to deny a remote service. Malicious actors may also be in violation of *California's unauthorized computer access law, Penal Code 502(c) PC*.
6. The intentional collection, mining or uncovering of personal information, files, passwords belonging to a user other than yourself is prohibited.
7. Publicly advertising internal authentication methods and/or password conventions.
8. Impersonation of any user other than yourself is prohibited.
9. Unauthorized falsification or modification of any school records is prohibited.
10. The collection or transmission of personal information (e.g. home address, phone number, personal email) which may be useful to identify an individual without written consent is prohibited.
11. Political lobbying or advertising is prohibited.

12. Unauthorized maintenance, service, repairs, or upgrades are prohibited. school-owned or operated resources must be maintained by ITD or authorized third parties.

EXPECTATION OF PRIVACY:

For email, networks, systems and other resources owned or operated by the school, users should have no expectation of privacy. The school reserves the right to manage and monitor all aspects of its own resources. The following are examples of actions which may be performed for reasons deemed legitimate by the school:

1. Obtain emails, messages and their attachments transmitted to or through school-owned or operated email systems
2. Monitor an individual's use of school-owned resources
3. Locate or track the location of a school-owned resource
4. Confiscate, search, disable or wipe any school-owned device, item or their contents/data

Personal devices are private. The ITD does not and will not access personal devices.

CYBERBULLYING:

Cyberbullying is the use of technology resources to willfully harm either a person or persons through electronic systems (e.g. texts, photos, videos, messages, and social media). Examples of this behavior include but are not limited to:

1. Transmitting false, cruel, hateful or embarrassing information or media targeting others
2. Creating posts or websites that have stories, cartoons, pictures, or jokes ridiculing others
3. Unauthorized access to any resource (e.g. social media, email) for purposes of downloading or transmitting vicious or embarrassing materials
4. Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and transmitting that information or media to others
5. Posting a student picture without their permission.
6. The use of derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical, or mental health.

STUDENT DEPARTURE:

1. Upon student departure (e.g. withdrawal, graduation, or expulsion) from the school, all issued items must be returned within 30 days. Contact the ITD for a schedule of mobile return locations or request prepaid return labels.
2. For information regarding technology returns, please review our *ICS Tech Center and Issued Technology Agreement* or contact ITD.

CONTACT INFORMATION:

Inspire Charter Services/Provenance Information Technology Department

Phone: (626) 433-8094

- Email: tech-help@inspireschools.org
- Submit a Request: inspireschools.teamwork.com/support

DISCLAIMER & ACKNOWLEDGEMENTS:

1. The school reserves the right to modify its policies at any time.
2. All items, devices, and resources issued by the school are school property. School property must be returned or relinquished to the school upon request or departure from the school.
3. The school reserves the right to issue penalties (e.g. denial of access to resources, withholding of transcripts) or seek legal remedies in response to non-compliance.
4. Access to school technology, resources and support is a privilege, not a right. These privileges are offered at the discretion of the school.
5. The school will not be held liable for the information or data retrieved, stored, or transmitted by means of the school-owned or operated resources, devices, networks, or systems.

6. Users should not have an expectation of privacy in the use of school resources, email, systems, or networks.
7. Illegal activities performed using school devices, networks, and systems may be reported to the proper authorities when discovered.
8. The school will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries.
9. School issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of the school.
10. The school may confiscate and search any school technology in the event of policy
11. The school is not in any way an Internet Service Provider.

USER AGREEMENT:

I have read, understand, and will abide by the above PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY while using any school technology and other electronic resources issued, owned or operated by the school. I also give permission to collect verifiable personal information from my child (under 13 years of age) to be in compliance with the Children's Online Privacy Protection Act (COPPA). I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any school resource may be limited or revoked, and disciplinary and or legal action may be taken.

BY SIGNING THE PARENT/STUDENT HANDBOOK SIGNATURE OF RECEIPT AND ACKNOWLEDGEMENT SECTION, **PARENT(S)/GUARDIAN(S) & STUDENT AGREE THEY HAVE READ, UNDERSTOOD, AND ACCEPT THE TERMS WITHIN THIS PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY.**

Non-Compliance Policy

Homeschool Teachers partner with families to educate students enrolled in our school. The partnership is effective if students and parents/guardians are actively participating in our program and meeting enrollment requirements.

Indications that a student is not actively participating in our program include:

- Non-attendance
- Missing or refusing to schedule meetings
- Unable to contact
- Not meeting enrollment requirements
- Not submitting requested work samples
- Making inadequate progress

In these instances, the school may:

Non-Compliance Timeline/Checklist:

- Concern/Issue Arises
 - ✓ The HST will Call & Email Family
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - ✓ The HST will Call & Email Family
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - ✓ The HST will Call & Email Family + 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 + 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

Work Samples

To meet California Independent Study Guidelines, Work Samples will be required and collected at the end of each Learning Period. Students are required to submit work samples as requested by their Homeschool Teacher to demonstrate and document student learning. Failure to provide work samples

may jeopardize your child's enrollment status at the school.

Acceptable Work Sample Criteria:

- Original or scanned PDF version
- Demonstrates neat and organized work
- Demonstrates a good reflection of your child's learning and abilities
- Includes student's name and date in the top right-hand corner
- The sample needs to be completed and dated within the collection Learning Period
- Must be non-sectarian (non-religious)
- Photographs must include a summary from the student's perspective
- Samples may be typed or handwritten by the student. Younger students may dictate to the parent to write or type for them

Non-Compliant Work Samples Include:

- Missing student first and last name
- Scanned documents that are difficult to read or are very light
- A scanned or printed document of a certificate of completion or report from an online learning platform
- Samples completed and dated not within the Learning Period
- A photograph which does not include the student's summary of the project/concept
- Incomplete worksheets or work

Testing & Assessment

Assessment data is critical to our school. Essentially, assessments are one indicator of student learning. Using assessment data informs the effectiveness and improvement of our programs and also serves as a required part of the WASC accreditation and the charter renewal process.

WASC accreditation shows that a school has met and is maintaining a high level of standards. Furthermore, having WASC accreditation validates the integrity of the school's program for transfer students and transcripts for university acceptance. Many of our families put great value on WASC accreditation. In order to receive WASC accreditation, a school must go through a rigorous process of describing, demonstrating, and evaluating its instructional program through a school-wide action plan.

It is a wonderful accomplishment for a school to be accredited, but the work is not finished. Maintaining accreditation is an ongoing cycle of managing change and improvement through regular assessment, planning, implementing, monitoring and reassessing.

Assessment data is also an important piece in our charter renewal process. All charter schools are authorized by a sponsoring school district. The authorizer is granting permission to the petitioning organization to make their own independent decisions and operate their own school. In return, the charter school needs to demonstrate compliance with the essential terms of the charter, which include Ed Code, student achievement, governance, reporting requirements, etc. Our school must remain in good standing with each authorizer. Without authorization, we have no charter! Authorizers gauge

compliance and achievement with assessment data. Scores at the individual student level are never shared, and privacy of student names is maintained according to federal laws that protect students.

It is very important to the school that all students participate in school-wide assessment. We do our very best to listen to the needs of parents and students.

State Standardized Tests – California Assessment of Student Performance and Progress (CAASPP)

As students of a public charter school, our students participate in the following state standardized tests:

- Grades 3 – 8 and 11: Smarter Balanced Assessment Consortium (SBAC)
- Grades 5, 8, and one time in High School during the year of their last science course: California Standards Test for Science (CAST)
- Grades 5, 7 and 9: Physical Fitness Test (PFT)
- ELPAC: English Language Proficiency Assessments for California (English Learners only)

Participation rates are critical to the success of our school. A public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its students participate in any assessment, the school receives an academic performance penalty by the state of California.

School staff administers all state standardized tests at facilities located within driving distance of your home. A testing schedule will be provided to you from your teacher. Individual student performance results on statewide achievement testing are available to parents that would like a copy through our Parent Portal.

Often our families have questions or concerns about the SBAC/CAST assessments. We want our families to feel informed about assessments so they are prepared and feel more comfortable partaking. We have created [Parent Testing Videos and Resources](#) for this purpose. We also ask that you work closely with your teacher so your student can be assigned any designated supports that would help them during their testing session.

ELPAC: Testing for English Language Learners

California state law requires that the English Language Proficiency Assessments for California (ELPAC) be given each year to English Learners. The ELPAC is a test that measures how well a student can listen, speak, read, and write in English. The purpose of ELPAC is to ensure all students receive adequate support to succeed.

New students that have declared another language besides English on their home language survey must be assessed. This includes TK students. Students that have been previously designated as English Learners at another public school (even if it was years ago) must be tested by law every year until they reach a level of proficiency and are reclassified. At that point, they will no longer need to take the test.

Internal Diagnostic: Star 360

Our school believes that ongoing assessments will help to inform instructional practices. The Star 360 is not designed to find flaws, but rather to build strength and skills necessary to become successful in the student's educational career.

We chose Star 360 because of its adaptive and non-adaptive nature and the diagnostic tool pinpoints students' needs down to the sub-skill level. Star 360 provides data-driven insights and support for successful implementation of standards. The school will provide the parents with the results of Star 360, so the parent and teacher can work together to create a personalized learning plan for each student.

Assessments allow our teachers to monitor student growth and performance

Star 360 Testing will occur up to three times a year, once in the fall, winter, and spring of each year.

Records Department

The Records Department supports families by maintaining student records and will process requests for various documents such as work permits, enrollment verification, report cards, and transcripts.

Document Requested	Expected Time of Processing
Work Permit	2-3 Business Days
Enrollment Verification	2-3 Business Days
Copies of Grades & Official/Unofficial Transcripts	3-5 Business Days
Copies of CUME (Student Records)	3-5 Business Days

Work Permits

There are two types of work permits: Entertainment and Non-Entertainment

- **Entertainment Work Permits** are obtained from the entertainment industry employer, filled out, and sent to records@inspireschools.org
- **Non-Entertainment Work Permits** are different. Before the Records Department can fill out a regular work permit, the employer needs to provide the student a **B1-1** permit (think of this as the permit to attain a permit). This is important because it tells our department where the student wishes to work. Once the **B1-1** permit is sent to one of our Records specialists will fill it out and provide a **B1-4** at the same time. The **B1-4** is the actual permit.

Concurrent, College Enrollment

For all concurrent, college enrollment requests, please send applications and inquiries to your Guidance Counselor. There is a minimum five (5) business day turnaround for these applications, so please plan accordingly.

Harassment

It is school policy to prohibit harassment by any means, including but not limited to: sexual, physical, verbal, written, electronic, mental, emotional and visual harassment, intimidation, bullying, and cyberbullying. Whether direct or indirect, such intentional acts substantially harm and interfere with a student's education, threaten the overall educational environment, and disrupt the operation of school.

Harassment for any reason including, but not limited to: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is a violation of both state and federal law. Verified harassers may face loss of computer or other special privileges, suspension, or expulsion. Any disciplinary action will be determined by the school administrators and board of directors. In addition, when any kind of threat is communicated or when a hate crime is committed, the administration will report such crimes to local law enforcement officials. Harassers may also be subject to civil and criminal liability for any such unlawful behavior.

The school will take measures against harassment. This includes any act that takes place on or immediately adjacent to the location of any school event, at any school-sponsored activity, on school-provided transportation, or off-campus activities that cause or threaten to cause a substantial and material disruption at school or interfere with the rights of students to be secure.

In situations in which electronic or cyberbullying originates from a non-school computer, but is brought to the attention of school officials, any disciplinary action shall be based upon whether the conduct is determined to be so severely disruptive of the educational process that it markedly interrupts or severely impedes the student learning.

It is important to understand that jokes, stories, cartoons, nicknames, the sending or posting of inappropriate and hurtful email messages, instant messages, text messages, digital pictures or images, or website postings, including blogs and comments that violate school, state, and federal law may be offensive to others and will not be tolerated.

If you feel you have been a victim of harassment or are being bullied, inform your Homeschool Teacher or school administrator immediately. Keeping quiet or ignoring the problem will not make it go away. The teacher or school administrator will document the events, contact the appropriate parties, and appropriate steps will be taken.

Expulsion & Suspension

Definition of Expulsion

Expulsion shall be defined as permanent dismissal from school, without re-enrollment privileges, and must be approved by the school board or their authorized designee.

Definition of Suspension

Suspensions shall be defined as a temporary leave of absence from school that may occur at the discretion of the individual Homeschool Teacher, Regional Administrator, or the school board.

Grounds for Suspension and Expulsion

A student may be subject to suspension and/or expulsion when it is determined that he/she, while on or within view of vendor locations, at a school-sponsored activity/field trip, or online.

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous objects.
- 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 the same as a 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 any products containing tobacco or nicotine products, including but not limited to: cigars, cigarettes, e-cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew, and packets. This restriction shall not prohibit a student from using or possessing his/her own prescription products.
- 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 sections 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. This reason shall not be the basis of a suspension for children in kindergarten or any of grades 1 to 8, inclusive. This reason shall not constitute grounds for a student in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, such as 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 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, Charter School's Board of Directors, or designee(s)'s concurrence.

- Committed or attempted to commit a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 289, or of former section 288a, or committed a sexual battery as defined in Penal Code section 243.4.
 - Harassed, threatened, or intimidated a student who is a witness or complaining 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, or sold prescription drugs.
 - Made terrorist threats against school officials, students, and/or school property.
 - Committed sexual harassment as defined in Education Code section 212.5.
 - Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code section 33032.5.
 - 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 classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment including, but not limited to, acts outlined in the Harassment section.
 - Engaged in, or attempted to engage in, hazing. For purposes of this policy, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that 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. “Hazing” does not include athletic events or school-sanctioned events.
 - Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - Placing a reasonable student or students in fear of harm to that student’s or those students’ person or property.
 - Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - Causing a reasonable student to experience substantial interference with his or her academic performance.
 - 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 school.
- A. “Electronic act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- (i) A message, text, sound, video, or image.
 - (ii) A post on a social network internet website, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

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

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

(iv) Notwithstanding paragraph (A) and subparagraph (i), 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.

B. "Reasonable pupil" means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of that age with the pupil's exceptional needs.

Note: Pursuant to Education Code 48900.7, the making of a terrorist threat includes any written or oral statement 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 \$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.

Suspension & Expulsion for Students with Disabilities

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion which apply to general education students. All the procedural safeguards established by school policies and regulations shall be observed in considering the suspension or expulsion of students with disabilities. In the case of a suspension or an expulsion of a student identified as having Special Education needs, the school shall comply with federal and state law.

Due Process Statement

The school shall provide for the fair treatment of students facing suspension and expulsion by affording them due-process rights. Rules regarding suspension and expulsion shall be revised periodically as required by any changes in school policy, regulation, or law.

In all cases, school disciplinary policies shall afford students due process. To this end, the school board shall develop rules and regulations governing the procedures by which students may be suspended or expelled.

In the event of an expulsion, a student will be entitled to written notice of the grounds for their proposed removal and will be given a full due-process hearing in regard to the proposed expulsion. Parent(s)/guardian(s) will also be given written notice in advance of said hearing so that they may attend. The school will maintain a record of the notice and of the hearing. The student will also be entitled to appeal a decision to expel said student, pursuant to the appeal procedures established by the school board.

Grievance Policy and Procedure

Our school is committed to achieving student/family satisfaction. The following procedure was developed to ensure that student, family and staff grievances are addressed fairly by the appropriate persons in a timely manner. Discrimination against students/families on the basis of ethnicity, sex, ancestry, physical or mental disability, race, color, gender, national origin, sexual orientation or religion is prohibited.

The parent/guardian will address in writing any concern or grievance initially with the student's Homeschool Teacher and supervisor. Both Homeschool Teacher and supervisor will respond within ten school days.

If the concern or grievance is not resolved, the parent/guardian may, within ten school days, request a meeting with school leadership to discuss the concern or grievance. The school leadership will investigate and respond within 10 school days. A written email and letter will be sent to the family that will address the concern and outcome.

Family Educational Rights and Privacy Act (FERPA)

Notification of Rights under FERPA for Elementary and Secondary Schools

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

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the school to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of

another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [Note: FERPA requires a school to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

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

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be

reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))

- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

Signature of Receipt & Acknowledgement

By signing, you are agreeing to the policies and procedures of the Parent Student Handbook including, but not limited to:

- Registration Requirements
- Academic Expectations
- Report Cards & Grading
- Attendance
- Non-Compliance
- Work Samples
- Technology Usage
- Testing & Assessments
- Behavioral Expectations
- Planning Amounts & Learning Plans
- Academic Integrity
- Field Trip Guidelines

Student Name (Print)

Student Signature

Date

Parent/Guardian Name (Print)

Parent/Guardian Signature

Date



English Language Development Compliance Policy

Lake View Charter School is committed to providing English Language Development. English Language Development (ELD) is considered by the CDE to be core instruction for Multilingual students and not an elective, intervention, or an instructional service. According to [Title V California Code of Regulations](#) 11300 (a), the Charter School must comply with offering Designated English language Development.

The purpose of the Lake View Charter School Governing Board approving this English Language Compliance is to accomplish the following:

1. Define Designated English Language Development
2. Establish the Expected Timeline for Instruction
3. Outline the Non-Compliance Procedures

1. Definition of Designated English Language Development: “Designated English Language Development” means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development (ELD) standards to assist Multilingual students in developing critical English language skills necessary for academic content learning in English.

2. Expected Timeline for Instruction: It has been determined that 30 minutes a day is sufficient to provide instruction to ensure that English learners are meeting their language and academic goals. The 30 minutes should include daily specific vocabulary building - both academic and social language. Students should also be practicing speaking and reading every day. This can be done with online programs that include interactive activities and videos and/or textbook and workbook activities. See our available [ELD resources](#) here.

3. Non-Compliance Procedures: HSTs will work with parents to provide documentation that demonstrates that the requirement is being fulfilled. Failure to comply with the guidelines set forth will result in steps towards non-compliance for the student.

EL Compliance Policy

- Students will log a minimum of 30 minutes of ELD time per day
 - [An English Language Development Log](#) will be provided by the EL Department with options listed to satisfy the requirement.
- HST collects log filled out by parent each LP
- HST will upload EL compliancy log for each LP requiring an upload
- HST fills out a ELD Compliance [sheet](#) to confirm compliance each LP

Non-Compliance Actions

- 1st Warning: If the student has completed less than 60% of the required time, then they receive 1st warning of EL non-compliance consisting of an email and a phone call from the EL Designee.
 - HST emails Designee to notify that there has been non-compliance. Designee sends email and makes a follow up phone call for clarification.
- 2nd Warning: If the student has 2 LP's in a row of less than 60% of the required time, they will receive their 2nd warning of EL non-compliance consisting of a hard copy letter mailed home, an administrator phone call, and a follow-up email to recap what was discussed in the phone call.
 - HST emails Designee to notify that there is a 2nd non-compliance.
- 3rd Warning: If the student has 3 LP's in a row of less than 60% of the required time, they receive 3rd warning of EL non-compliance consisting of an administrator phone call communicating that they are in danger of being dismissed unless immediate corrective steps are taken and reported within 3 days.
 - HST emails Designee to notify that there has been a 3rd non-compliance in a row.
- Administrative Withdrawal: If by LP 4, the student has 3 non-compliant LPs, they will be administratively withdrawn.

MEMORANDUM OF UNDERSTANDING FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services and Resources (“**MOU**”) is entered into as of July 1, 2020 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this MOU: Winship Community School, Feather River Charter School, Clarksville Charter School, The Cottonwood School, and Lake View Charter School.

WHEREAS, Winship Community School operates a public charter school named Winship Community School, Feather River Charter School operates a public charter school named Feather River Charter School, Clarksville Charter School operates a public charter school named Clarksville Charter School, The Cottonwood School operates a public charter school named The Cottonwood School, and Lake View Charter School operates a public charter school named Lake View Charter School (each a “**School**” or collectively the “**Schools**”);

WHEREAS, Schools are nonclassroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers designated as having the responsibility for the general supervision of their students’ independent study pursuant to Education Code § 51747.5(a);

WHEREAS, Education Code § 51749.5(a)(3) authorizes a nonclassroom-based charter school to enter into a memorandum of understanding with another charter school whereby the charter school leases certificated teachers to provide instruction to pupils of the nonclassroom-based charter school;

WHEREAS, the Schools desire to use the flexibility afforded under Education Code § 51749.5(a)(3) to share instructional personnel and the Schools’ respective education programs are structured to allow staff to effectively instruct, supervise, and support students from remote locations;

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to allocate costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

1. Shared Personnel. During the term of this MOU, the Parties shall coordinate with each other for shared personnel (“**Shared Personnel**”) to perform the educational services described in Attachment A (the “**Services**”) under the terms and conditions set forth herein.

2. Lessor and Lessee Schools. The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term “**Lessor**” refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term “**Lessee**” refers to a School receiving Services from another School’s employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared

Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel's employment relationship with Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

3. Allocation. Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "**Allocation**"), as it may be adjusted from time to time. The Allocation shall be assessed at the intervals set forth in Attachment A for each year of this MOU and upon termination as set forth in Section 8.

4. Allocation of Services. Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. Allocation of Fees and Expenses. As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment B (including total gross wages, benefits, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment B, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment B, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).

6. Lessor Responsibilities: In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

e. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

f. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

g. Assuming Lessor participates in CalSTRS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS purposes.

h. If Lessee reports a Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(i).

i. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.

7. Lessee Responsibilities: In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.

8. Term and Termination.

a. Term. The MOU is effective as of July 1, 2020 and shall remain in effect until June 30, 2021 (the “**Initial Term**”). This MOU shall automatically renew for consecutive additional one (1) year terms unless a Party provides written notice of non-renewal to the other at least ninety (90) days prior to the expiration of the then-current term (each, a “**Renewal Term**”). The Initial Term and any Renewal Term(s) are referred to as the Term. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.

b. Termination With Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

- i. Material Breach. Any Party may terminate this MOU in the event of another Party’s material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately.
- ii. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter’s business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.
- iii. Duty to Pay Severance to Shared Personnel Upon Termination. In the event termination of this MOU results in termination of Shared Personnel’s employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for any severance, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.

9. Monthly Payment and Deposit. Lessor shall provide [monthly/quarterly] statements to each Party which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Party shall submit payment to Lessor within [thirty (30)] days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.

10. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party’s use of another Party’s intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other

Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 11 shall survive termination of this MOU.

12. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**") and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term "personally identifiable information" ("**PII**") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor's performance under this MOU and the provision of Services by Shared Personnel:

a. California Workers' Compensation Insurance, insurance as required by the State

of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "***Additional Insureds***") under the General Liability and Employment Practices policies. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

f. Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. Upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work if possible.

14. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations

under this MOU.

15. Indemnification. To the fullest extent permitted by law, a Party employing and providing Shared Personnel under this MOU (for purposes of this Section only, “*Indemnitor*”) shall defend, indemnify and hold harmless all other Parties to whom it may provide personnel (for purposes of this Section only, “*Indemnified Parties*”) from and against any claims, demands, causes of actions, damages and liabilities or losses (including reasonable attorney's fees) to which such Indemnified Parties may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Indemnitor and their respective employees, directors, officers, contractors or agents, in the execution or performance of this MOU, except for any action or inaction by any of Indemnitor’s employees acting at the direction of any of the Indemnified Parties. This indemnity shall apply regardless of any active and/or passive negligent act or omission of the Indemnitor, or its respective employees, directors, officers, contractors and agents.

Notwithstanding anything to the contrary, the Indemnitor agrees to defend, indemnify and hold harmless all Indemnified Parties, their employees, officers, directors, and agents, from and against any and all liability arising under and relating to wage and hour laws (including any claims for off the clock time, unpaid working hours, premium pay, penalties, liquidated damages, overtime, doubletime, and any incentive compensation), employment benefits, leaves of absence, accommodations, or other applicable laws for which Indemnified Parties may be liable as a joint employer.

This indemnification shall extend to claims occurring after this MOU is terminated as well as while it is in force. The indemnification and defense obligations set forth in this provision are separate and independent from the insurance provisions set forth in Section 13 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions.

16. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

17. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

18. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

19. Notice. All notices, requests, demands, or other communications (collectively “*Notice*”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail,

postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Clarksville Charter School
ATTN: Board President
[ADDRESS]
[ADDRESS]
[email]

To: Feather River Charter School
ATTN: Board President
[ADDRESS]
[ADDRESS]
[email]

To: Lake View Charter School
ATTN: Board President
[ADDRESS]
[ADDRESS]
[email]

To: The Cottonwood School
ATTN: Board President
[ADDRESS]
[ADDRESS]
[email]

To: Winship Community School
ATTN: Board President
[ADDRESS]
[ADDRESS]
[email]

20. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

21. Entire Agreement. This MOU and any attachments incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.

22. Amendments. This MOU may be amended by the mutual written consent of all Parties.

23. No Waiver. No waiver of any provision of this MOU 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.

24. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

25. Governing Law. This MOU shall be governed by and interpreted under California law.

26. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

27. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Clarksville Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Feather River Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Lake View Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

The Cottonwood School, a California nonprofit public
benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Winship Community School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

ATTACHMENT A

Effective Date: July 1, 2020

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

ALLOCATION FOR INSTRUCTIONAL SERVICES

Description of Services:

Position	Teacher
Description of Services	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none">• Providing direct and indirect instruction to Lessee students.• Long and short-term planning addressing individual needs of students.• Evaluating students' progress.• Teaching an individualized approach per the Lessee's Charter Petition.• Providing an inviting, exciting, and innovative learning environment to students.• Serving as advisors to students.

Position	[INSERT JOB POSITION, E.G., Special Education Instructional Aide]
Description of Services	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none">• [INSERT BRIEF DESCRIPTION OF SERVICES]

Position	[INSERT JOB POSITION]
Description of Services	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none">• [INSERT BRIEF DESCRIPTION OF SERVICES]

For the instructional shared personnel defined above, the following formula is used to determine the Allocation: Lessee schools shall be charged based on the number of students served by each Shared Personnel. The amount charged per student is \$**[INSERT AMOUNT – e.g., this was \$291 last year]**.

ALLOCATION FOR OTHER EDUCATIONAL SERVICES

Description of Services:

Position	[INSERT JOB POSITION]
Description of Services	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none">[INSERT BRIEF DESCRIPTION OF SERVICES]

Position	[INSERT JOB POSITION]
Description of Services	Duties and responsibilities include, but are not limited, to: <ul style="list-style-type: none">[INSERT BRIEF DESCRIPTION OF SERVICES]

Each Party's Allocation for the shared personnel providing other educational services described above ("***Other Educational Services***") shall be determined by dividing their ADA by the combined ADA of all Parties to this MOU, as set forth below:

Party	ADA	Allocation
Clarksville Charter School	300	.20 (20%)
Feather River Charter School	350	.23 (23%)
Lake View Charter School	300	.20 (20%)
The Cottonwood School	250	.17 (17%)
Winship Community School	300	.20 (20%)

Each School shall pay for the costs of Shared Personnel providing Other Educational Services described in Attachment B by multiplying the Allocation percentage by the Shared Personnel Costs.

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.
2. Second Assessment. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's ADA as of that date, and any resulting adjustments shall be effective as of January 1.

IN WITNESS WHEREOF, the Parties execute this Attachment A of the Memorandum of

Understanding.

Clarksville Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Feather River Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Lake View Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

The Cottonwood School, a California nonprofit public
benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Winship Community School,
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

ATTACHMENT B

Total Cost

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between Clarksville Charter School, Feather River Charter School, Lake View Charter School, The Cottonwood School, and Winship Community School.

The following total cost of employing Shared Personnel providing Instructional Services and Other Educational Services (as defined in Attachment A) is approved and effective as of **July 1, 2020**.

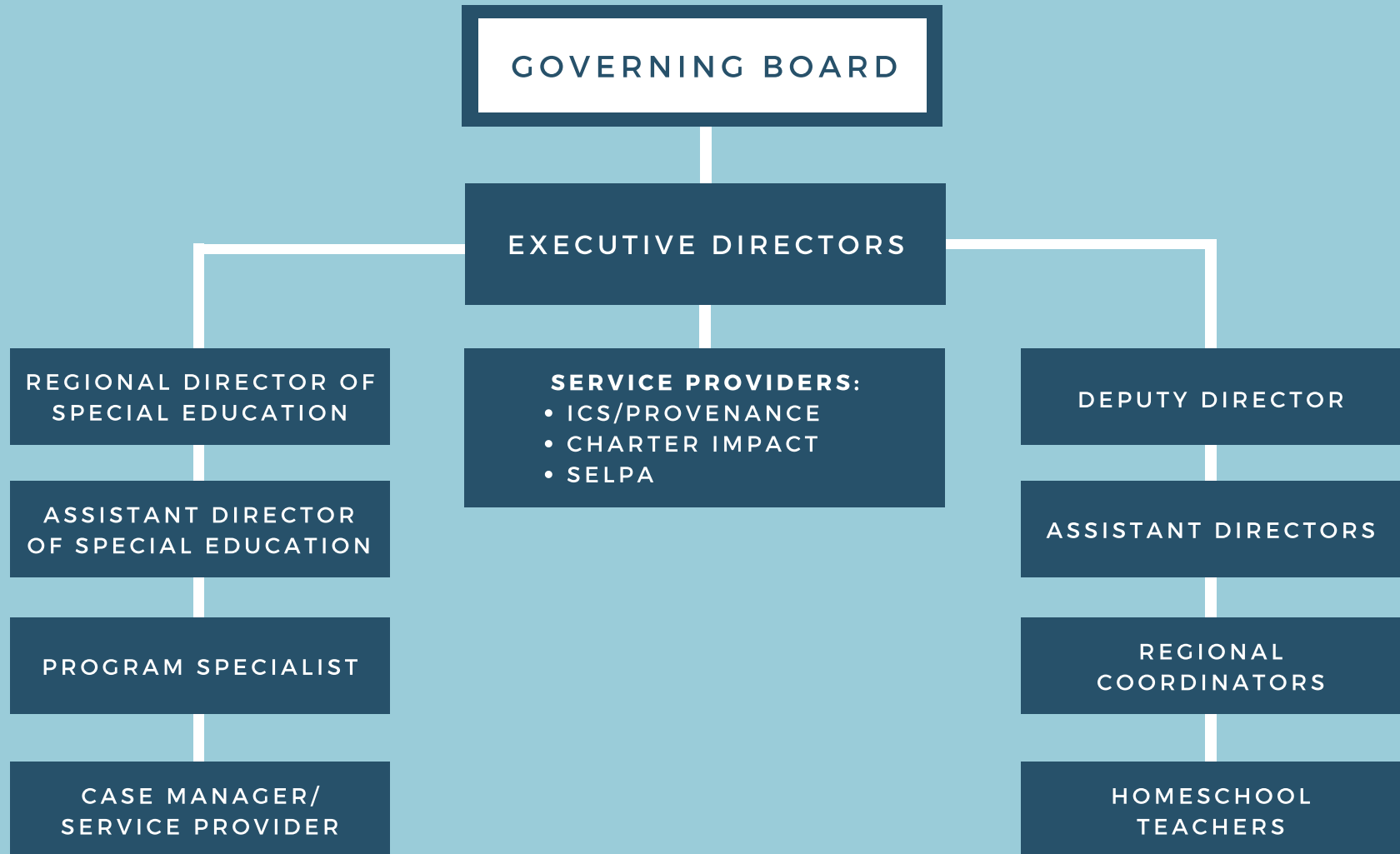
INSTRUCTIONAL SERVICES:

Position	Shared Personnel Costs
[INSERT TEACHER POSITION/NAME]	[INSERT COSTS]
[INSERT TEACHER POSITION/NAME]	[INSERT COSTS]

OTHER EDUCATIONAL SERVICES:

Position	Shared Personnel Costs
[INSERT POSITION/NAME]	[INSERT COSTS]
[INSERT POSITION/NAME]	[INSERT COSTS]

ORGANIZATION CHART



**MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL
OVERSIGHT AND OPERATIONS
BY AND BETWEEN THE LAKE ELEMENTARY SCHOOL DISTRICT
AND
LAKE VIEW CHARTER SCHOOL**

This Memorandum of Understanding (“Agreement”) is executed between the Lake Elementary School District (“District”) and Lake View Charter School (“Charter School”).

I. RECITALS

- A. The District is an educational agency existing under the laws of the State of California.
- B. Lake View Charter School (“Charter School”) is a public charter school existing under the laws of the State of California and operated by a California non-profit public benefit corporation, Lake View Charter School. The term “Charter School” as used in this Agreement shall also refer to Lake View Charter School, the non-profit public benefit corporation, and it shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein. Wherever this Agreement obligates the Charter School to a particular course of action or prohibits or limits the Charter School from a particular course of action, the corporate entity Lake View Charter School shall also be required to fulfill such obligation and be subject to such prohibition or limitation.
- C. District is the authorizing agency of the Charter School. This Agreement is intended to outline the agreement of Charter School and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of Charter School.
- D. Written modifications of this Agreement may be made by mutual agreement, as set forth in section II.A. below. This Agreement was approved by the District on [Date] and by the Board of Directors of the Charter School on [Date] and shall be effective upon execution by the Charter School Board until terminated in accordance with this Agreement. The executed and approved Agreement shall be provided by the Charter School to District on or before [Date].
- E. The terms of this Agreement are intended by both parties to become part of the conditions, standards and procedures set forth in the Charter document (“Charter”) as approved by District on June 18, 2019.
- F. The parties agree that this Agreement is consistent with the approved Charter. If the parties discover any terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question. To the extent that this Agreement is inconsistent with any of the terms of the Charter, both parties shall meet to amend the Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. If the

parties do not reach agreement regarding the consistency, the parties agree to follow the procedures for dispute resolution as stated in the Charter.

- G. The Parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of the Charter School, which go beyond the provisions included in the Charter or need further clarification. The District also acknowledges that the operation of the Charter School is to be solely carried out by the Charter School. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

II. AGREEMENTS

A. Term

1. Along with the Charter, this Agreement will govern the relationship between the District and the Charter School regarding the operation of the Charter School.
2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, approved by the respective Boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of the Charter School is the Principal, or designee.
4. The duly authorized representative of the District is the Superintendent or any designee thereof.
5. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of the Charter School with the designated representative of District, unless the designated representative of District delegates this function to another employee of District.
6. The term of this Agreement shall commence on the date of execution by the Charter Board and end on June 30, 2024. The Parties reserve the right to re-negotiate this Agreement by mutual agreement, and either party may provide 30 days' notice of intent to re-negotiate this MOU to the other party. This Agreement shall be effective upon Board approval of the Parties' respective governing boards and will remain in place until modified or terminated in accordance with this Agreement.
7. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein.

“Closure” means that all legally required closure processes are completed, including completion of a final audit as required by law.

8. Failure to meet and comply with the terms of the Agreement may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(c)(1)(A).

B. Legal Relationship

1. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. The Charter School is operated as a non-profit public benefit corporation. The Charter School shall maintain its status in good standing and compliance with its Bylaws.
2. The Charter School shall be wholly and independently responsible for Charter School’s operations and shall manage its operations efficiently and economically within the constraints of the Charter School’s Charter and its annual budget. The District shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School, and the Charter School agrees to indemnify the District against any such claims as set forth in the Charter and this Section. The Charter School will not, in any case, attempt to avoid a debt, liability or obligation or otherwise shift any debt, liability or obligation to District.
3. It is agreed that it is the parties’ intent that the District shall not incur unreimbursed costs or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of the District.
4. The Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom the Charter School enters into an agreement or contract that the obligations of the Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District. The Charter School shall notify the District in writing before it incurs a debt or sells receivables in an amount greater than twenty-five thousand dollars (\$25,000), setting forth the amount of debt, the lender, and the general terms of the agreement.

5. The Charter School, will comply with all applicable state and federal laws, including, without limitation, the Ralph M, Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and conflict of interest laws applicable to charter schools in California, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq. Should a law, regulation, or applicable court decision clarify which, or to the extent which, conflict of interest laws apply to charter schools, the District and Lake View Charter School agree to comply with the updated law or decision.
6. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g) all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq.) and agrees to take appropriate remedial action if notified by the District, State of California, and/or Office of Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.
7. Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School for the Charter School to attempt to resolve. The District may request that the Charter School inform the District of how such concerns or complaints are being addressed and the Charter School shall provide such information. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Sections 4600 et seq. The District retains the authority to investigate any complaints received, in its sole discretion.

C. Administration

1. Management Contracts

The Charter School will not enter into a new contract with an education management organization or charter management organization without first requesting a material revision of the Charter.

The District will review and must approve all material revisions to the Charter including school management contracts prior to the Charter School entering into the contract.

2. Business Services Contracts

The Charter School must provide the District with a copy of its agreement, if applicable, with the vendor that will provide business services to the Charter School, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, specifying the exact services that will be provided, the cost, and the term of the contract.

3. **Facilities Agreement**

The Charter School is responsible to secure its own facilities, including any additional agreements necessary to secure the facilities. If the Charter School intends to utilize any resource centers, prior to such use and in order to operate under the District authorization, the Charter School must demonstrate by no later than 10 days prior to the start of each school year that it has possession and use of such facilities. If applicable, Charter School shall ensure that the Charter School's facility is located in an area that is properly zoned for operation of a school and that it has received a conditional use permit, and that it has been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. Charter School will furnish the District with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School cannot exempt itself from applicable local zoning or building code ordinances.

The Charter School is anticipated to have the following administrative offices: 4672 County Road N, Orland, CA 95963

The Charter School may change, move or open new facilities or sites only with prior approval of the District.

4. **Zoning and Occupancy**

The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School shall make such documents available to the District, if requested; to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

5. **Facility Safety**

Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code as enforced by the local planning jurisdiction. The facilities shall meet the requirements of the Americans

with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills monthly and shall maintain records of such drills.

D. Financial Reporting

The Charter School shall provide reports to District and the County Superintendent of Schools in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the District or County Superintendent of Schools:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
2. By July 1, an annual update required pursuant to Section 47606.5
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final non-audited report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The school's contracted business back office services provider shall provide a monthly report of the Charter School's current and projected financial viability to the Lake View Charter School's Board of Directors. These reports shall, at a minimum, have the same format and content as the legally required Interim Reports identified above.

E. Oversight

The District will provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In exchange, the Charter School shall be charged an annual oversight fee by the District for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with Education Code section 47613 with such fees capped at one

percent (1%) of revenue of the Charter School as defined at Education Code section 47613(f). The District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time. The oversight fees shall be invoiced monthly by the District, with payment due and payable within 30 days of receipt. The Charter School acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

F. Administrative Services

Pursuant to Education Code section 47613(d), the Charter School agrees annually to pay the District ~~two percent (2%)~~ **one percent (1%)** of all revenue of the Charter School as defined at Education Code section 47613(f) for the following services:

1. The District will offer coaching and leadership development to Charter School administration, as requested.
2. The District will offer financial and accounting administrative support to the Charter School administration to develop best practices, as requested.
3. The District will provide conference room space for non-instructional purposes, such as for clerical meetings, and/or meetings between the District and Charter School, if available and arranged in advance with at least 72 hours advance notice.
4. The District will provide designated space for curriculum and material storage and pickup, if needed.

The administrative services fees shall be invoiced monthly by the District, with payment due and payable within 30 days of receipt.

G. Designees

Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as follows:

If to the District: Nikol Baker, Superintendent
Lake Elementary School District
4672 County Road N
Orland, CA 95963

If to the Charter School: Julie Haycock, Principal
Lake View Charter School

4672 County Road N
Orland, CA 95963

H. Legal Counsel

The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.

I. Provision of Documents

With both parties understanding that some state, federal and county documents directed toward the Charter School may be mailed to the District, the District agrees to pass on such documents and forms to the Charter School in a timely manner, so it may complete its legal obligations. The Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

J. Non-Assignment

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other non-profit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.

K. Severability

If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

This represents the full and final agreement between the Charter School and the District and shall only be modified in writing by the mutual agreement of the parties.

Dated: _____

Nikol Baker, Superintendent
Lake Elementary School District

Dated: _____

Julie Haycock, Principal
Lake View Charter School