



CLARKSVILLE CHARTER SCHOOL

3840 Rosin Court #100, Sacramento, California 95834

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**Regular Board Meeting
Clarksville Charter School
September 30, 2018 - 9:30 a.m. - 10:30 a.m.
3840 Rosin Court #100
Sacramento, CA 95834**

AGENDA

1. Call to Order
2. Public Comment
3. Approval of Updated Bylaws
4. Approval of 17-18 Education Protection Account Funds Usage
5. Approval of 2017 Unaudited Actual Financials
6. Approval of EL Master Plan
7. Approval of Extended School Year Dates
8. Approval of Program Sponsorship - Inspire University
9. Approval of Board Policies/Updates
 - a. Immigration Enforcement Policy
 - b. Immigration Enforcement Policy Related to the Detention or Deportation of a Student's Family Member
 - c. Education Records and Student Information
 - d. Anti-Harassment Policy
10. Adjournment

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

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

BYLAWS
OF
CLARKSVILLE CHARTER SCHOOL
a California Nonprofit Public Benefit Corporation

ARTICLE I

OFFICES

Section 1. PRINCIPAL OFFICE. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. OTHER OFFICES. The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

ARTICLE II

OBJECTIVES AND PURPOSES

The specific objectives and purposes of this corporation shall be to operate one or more California public charter schools.

ARTICLE III

NONPARTISAN ACTIVITIES

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any

powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

ARTICLE IV

DEDICATION OF ASSETS

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

ARTICLE V

MEMBERS

Section 1. SOLE MEMBER. Inspire Charter Schools, a California Nonprofit Public Benefit Corporation exempt from federal income tax under IRC Section 501(c)(3) (the "Sole Member"), shall be the sole member of this corporation as the term "member" is defined in Section 5056 of the California Corporations Code (the "Code"). The Sole Member shall have all the rights granted to members by Section 5056 of the Code.

ARTICLE VI

DIRECTORS

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby

expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than eleven (11), unless changed by amendments to these bylaws. All directors are to be designated by the Sole Member. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the board of directors may be interested persons (as defined in this Section 3). An "interested person" is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for one (1) year. A director may serve multiple terms of service, subject to approval by the Sole Member. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors;

and (d) the failure of the Sole Member, at any meeting of the Sole Member at which any director or directors are to be designated, to designate the number of directors required to be designated at such meeting.

Section 5. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Sole Member may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

Section 6. REMOVAL OF DIRECTORS. A director may be removed by the Sole Member. The Sole Member, in its sole discretion, may remove a director at any time for any reason, with or without cause or advance notice.

Section 7. VACANCIES. Vacancies on the board of directors shall be filled solely by the Sole Member.

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Any meeting of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board or in the notice of the meeting. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the Sole Member at least ~~forty-eight (48)~~ **seventy-two (72)** hours prior to the time of the holding of the meeting.

Section 9. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.

Section 10. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary, or any two directors.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least ~~forty-eight (48)~~ **twenty-four (24)** hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 11. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.

Section 12. WAIVER OF NOTICE; CONSENT. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director.

Section 13. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and

place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 10 of this Article VI, to the directors who were not present at the time of the adjournment.

Section 14. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 15. FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

Section 16. RESTRICTION ON BOARD AUTHORITY. The board of directors shall not, without the prior written approval of the Sole Member, make material revisions to the charter that created the charter school that operates as, or is operated by, this corporation.

ARTICLE VII

COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, may have all the authority of the board, except with respect to:

- (a) undertaking any final action on any matter that, under the Law, also requires approval of the Sole Member or board of directors;
- (b) the filling of vacancies on the board of directors or in any committee;
- (c) the amendment or repeal of bylaws or the adoption of new bylaws;

(d) the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;

(e) the appointment of any other committees of the board of directors or the members thereof;

(f) the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

(g) the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE VIII

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties

of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its

books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES

Section 1. DEFINITIONS. For the purposes of this Article IX, the definition of the terms "agent", "proceeding", and "expenses" shall be governed by Section 5238 of the Code.

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

Clarksville Charter School
Bylaws
Adopted on September 30, 2018
150003.00101/105735598v.1

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the

articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the Code.

ARTICLE X

RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board, which shall be promptly provided to the Sole Member. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of

incorporation and bylaws, as amended to date, that shall be open to inspection by the Sole Member or the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of the Sole Member or any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. The Sole Member and every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by the Sole Member or a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors and the Sole Member within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to the Sole Member and all directors, the corporation shall annually prepare and mail or deliver to the Sole Member and each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person"

had a direct or indirect material financial interest. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

(a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Section 5238(e)(2) of the Code.

ARTICLE XI

GENERAL MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the Law, the Law, or to the Code shall be deemed to be those in effect from time to time.

ARTICLE XII

AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by solely the written consent of the Sole Member; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of Clarksville Charter School, a California nonprofit public benefit corporation, does hereby certify that the foregoing Bylaws constitute the Bylaws of this corporation as duly adopted at the meeting of the Sole Member on September 30, 2018.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 30th day of September, 2018.

_____, Secretary

Clarksville Charter School

2017-2018 Education Protection Account (EPA) Spending Plan

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs will receive EPA payments quarterly beginning with the 2013-14 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting.
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
- Refer to the attached list of functions for which EPA funds may be used.
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Actual 2017-18 EPA Entitlements were \$142,092.

The EPA funds were used to cover salary and benefit costs of non-administrative, certificated teaching staff (SACS Object Code 1000).

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2017 to June 30, 2018**

CHARTER SCHOOL CERTIFICATION

Charter School Name: Clarksville Charter School
CDS #: 09618380136200
Charter Approving Entity: Buckeye Union Elementary
County: EI Dorado
Charter #: 1891

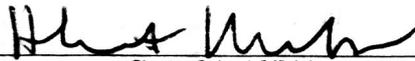
NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
Name _____	Name _____	<u>Spencer Styles</u> Name _____
Title _____	Title _____	<u>Charter Impact, Inc.</u> Title _____
Telephone _____	Telephone _____	<u>888-474-0322</u> Telephone _____
E-mail address _____	E-mail address _____	<u>sstyles@charterimpact.com</u> E-mail address _____

To the entity that approved the charter school:

2017-18 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed:  Date: 8/31/18
Charter School Official
(Original signature required)

Printed Name: Herbert Nichols Title: Executive Director

To the County Superintendent of Schools:

2017-18 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

2017-18 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
County Superintendent/Designee
(Original signature required)

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Clarksville Charter School

CDS #: 09618380136200

Charter Approving Entity: Buckeye Union Elementary

County: El Dorado

Charter #: 1891

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	4,231,337.00		4,231,337.00
Education Protection Account State Aid - Current Year	8012	142,092.00		142,092.00
State Aid - Prior Years	8019	0.00		0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,688,444.00		1,688,444.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		6,061,873.00	0.00	6,061,873.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		0.00	0.00
Special Education - Federal	8181, 8182		0.00	0.00
Child Nutrition - Federal	8220		0.00	0.00
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00
Total, Federal Revenues		0.00	0.00	0.00
3. Other State Revenues				
Special Education - State	StateRevSE		343,265.00	343,265.00
All Other State Revenues	StateRevAO	108,799.84	53,178.50	161,978.34
Total, Other State Revenues		108,799.84	396,443.50	505,243.34
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO			0.00
Total, Local Revenues		0.00	0.00	0.00
5. TOTAL REVENUES				
		6,170,672.84	396,443.50	6,567,116.34
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,848,414.81	104,029.02	1,952,443.83
Certificated Pupil Support Salaries	1200	42,626.53	0.00	42,626.53
Certificated Supervisors' and Administrators' Salaries	1300	83,219.98	0.00	83,219.98
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		1,974,261.32	104,029.02	2,078,290.34
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	673,148.11	0.00	673,148.11
Noncertificated Support Salaries	2200	0.00	0.00	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	110,000.00	0.00	110,000.00
Clerical and Office Salaries	2400	0.00	0.00	0.00
Other Noncertificated Salaries	2900	0.00	0.00	0.00
Total, Noncertificated Salaries		783,148.11	0.00	783,148.11

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Clarksville Charter School

CDS #: 09618380136200

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	271,103.46	14,285.16	285,388.62
PERS	3201-3202	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	87,482.40	1,481.69	88,964.09
Health and Welfare Benefits	3401-3402	281,924.59	10,636.19	292,560.78
Unemployment Insurance	3501-3502	32,917.63	1,241.89	34,159.52
Workers' Compensation Insurance	3601-3602	63,719.16	2,403.94	66,123.10
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	3,792.79	0.00	3,792.79
Total, Employee Benefits		740,940.03	30,048.87	770,988.90
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	2,038.94	0.00	2,038.94
Books and Other Reference Materials	4200	90,636.55	0.00	90,636.55
Materials and Supplies	4300	520,871.26	39,224.50	560,095.76
Noncapitalized Equipment	4400	118,189.33	0.00	118,189.33
Food	4700			0.00
Total, Books and Supplies		731,736.08	39,224.50	770,960.58
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	926,934.72	223,141.11	1,150,075.83
Travel and Conferences	5200	16,313.00	0.00	16,313.00
Dues and Memberships	5300	5,690.00	0.00	5,690.00
Insurance	5400	44,520.75	0.00	44,520.75
Operations and Housekeeping Services	5500	45,070.06	0.00	45,070.06
Rentals, Leases, Repairs, and Noncap. Improvements	5600	129,014.10	0.00	129,014.10
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	370,778.17	0.00	370,778.17
Communications	5900	2,480.09	0.00	2,480.09
Total, Services and Other Operating Expenditures		1,540,800.89	223,141.11	1,763,942.00
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	0.00	0.00	0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo				
Tuition to Other Schools	7110-7143	0.00		0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00		0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00		0.00
All Other Transfers	7281-7299	0.00		0.00
Transfers of Indirect Costs	7300-7399	0.00		0.00
Debt Service:				
Interest	7438	384,156.00		384,156.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		384,156.00	0.00	384,156.00
Total, Other Outgo		384,156.00	0.00	384,156.00
8. TOTAL EXPENDITURES		6,155,042.43	396,443.50	6,551,485.93

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2017 to June 30, 2018**

Charter School Name: Clarksville Charter School

CDS #: 09618380136200

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		15,630.41	0.00	15,630.41
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		15,630.41	0.00	15,630.41
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	0.00	0.00	0.00
b. Adjustments/Restatements	9793, 9795	0.00	0.00	0.00
c. Adjusted Beginning Fund Balance /Net Position		0.00	0.00	0.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		15,630.41	0.00	15,630.41
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	15,630.41	0.00	15,630.41

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2017 to June 30, 2018

Charter School Name: Clarksville Charter School

CDS #: 09618380136200

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	239,225.33		239,225.33
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	617,119.64		617,119.64
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	321,683.99		321,683.99
7. Other Current Assets	9340	13,000.00		13,000.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		1,191,028.96	0.00	1,191,028.96
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	526,798.55		526,798.55
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	648,600.00		648,600.00
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
6. TOTAL LIABILITIES		1,175,398.55	0.00	1,175,398.55
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		15,630.41	0.00	15,630.41

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2017 to June 30, 2018**

Charter School Name: Clarksville Charter School
CDS #: 09618380136200

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$		0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2017 to June 30, 2018**

Charter School Name: Clarksville Charter School
CDS #: 09618380136200

3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2016-17 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2019-20.

a. Total Expenditures (B8)	6,551,485.93
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	0.00
c. Subtotal of State & Local Expenditures [a minus b]	6,551,485.93
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	384,156.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 6,167,329.93

ENGLISH LEARNER MASTER PLAN 2018-2019

Clarksville Charter School

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Master Plan for Services to English Learners

2018-2019

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

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

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

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

Identification Tools:

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

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

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

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

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

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

California (ELPAC). The parent will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

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

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

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

Assessment

- Initial ELPAC, within 30 days of enrollment-- July 1- May 30
- Initial ELPAC score report and Notification Letter will be mailed, after testing. See Appendix 1
- Summative ELPAC, for current ELs-- Feb. 1-May 30

Step 2: English Language Proficiency Assessment

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

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

School staff calculates a preliminary score for the purpose of determining the default program and placement options. These results, including proficiency level results for each subtest, are communicated to the parent on the Parent Notification of English Language Testing Form. The assessment is also forwarded by the Director of Testing and Assessments to the test publisher for official scoring. These official results override the informal scoring if the scores differ. The official results are sent to the parent within 30 days of receipt by the school. ELPAC results are maintained in the student’s English Learner folder inside the cumulative folder, and in the school’s student information system for future use in the monitoring of student progress and in the program evaluation.

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

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

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

NOTE: Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for Native-English and Fluent-English speakers.

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

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

Step 3: Primary Language Assessment

Students designated as ELs on the basis of initial ELPAC results are not automatically assessed in their primary language. ELs enrolling in one of the alternative instructional program models are to be assessed in their primary language. On a case by case basis, all other EL students *may* be given a primary language assessment at any time (i.e., at enrollment or thereafter). The decision to administer the primary language assessment is made at the recommendation of the EL coordinator, counselor, administrator, teacher, IEP team or parent.

While the primary language assessment is not a criterion for identifying a student as an EL, assessing the primary language proficiency of an identified EL can provide important information to instructional staff. A high primary language proficiency level (particularly in reading and writing) may indicate that the student has had formal education in the home language. A low score could indicate limited or interrupted formal schooling

prior to entering the U.S., or it could simply be the result of a child who is shy with the text examiner. School staff should take great care when interpreting the results of these assessments, especially when administered to very young children.

Whenever possible, a primary language assessment is conducted by a trained person who is fluent in the student's primary language. The district-adopted primary language assessment instruments are the preLAS©2000, Español for Kindergarten students, the LAS Links Español for students in Grades 1-12, and an informal language assessment protocol for non-Spanish speakers.

Results of the primary language assessment are placed in the student's Master Plan Folder and permanently recorded in the data recording system. This information may be used as one indicator of the student's level of literacy development in the primary language.

Results of the primary language assessment are placed in the student's English Learner folder, entered in the charter school's student information system and used to determine the student's level of literacy development in the primary language, and support the identification of a student as an English Learner. The results of the Home Language Survey, the language assessments (and any other information related to prior schooling, including transcripts, if available) are used to determine the degree of English proficiency and program placement options for students.

Parent Notification

- Results of assessments
- Student Placement

Step 4: Parent Notification of Results

Parent Notification of Initial Assessment Results and Program Placement

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

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

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

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

Parent Notification of Annual Assessment Results and Program Placement

Program Placement/Instructional

- **English Language Mainstream (ELM)**—A classroom setting for English learners who have acquired reasonable fluency in English, as defined by the school district. In addition to ELD instruction, English

learners continue to receive additional and appropriate educational services in order to recoup any academic deficits that may have been incurred in other areas of the core curriculum as a result of language barriers.

- Core Instruction in English
- Daily Leveled ELD for 30 – 60 minutes based on the student need and level independently at home through English at a Flask (STAR360) program with teacher monitoring progress. **This will be implemented next school year based on new enrollment needs.**
- SDAIE strategies/vocabulary development will be embedded in curriculum and enhanced with teacher support in person or online sessions. One to three, half hour sessions. (SDAIE Strategies for English Learner Intervention is attached).
- Monitor student progress and evaluate program regularly.
- Designated ELD Direct Instruction Classes—via Blackboard Collaborate.
- Pathblazer for math and reading supports
- Reading Horizons—this program provides an assessment of your student, then offers differentiated and individualized assignments to help them build foundational skills in English language.

Step 5: Program Placement

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

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

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

If the child is *reasonably fluent in English* by these criteria, then the default placement is the *mainstream English program*. Additional support services may be recommended, as appropriate. The child will normally continue in this placement until reclassified. Support services in the mainstream program must include English Language Development and may include one or more of the following:

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

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

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

- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively

- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver process.

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

RECLASSIFICATION

Clarksville Charter School reclassifies EL students to Reclassified English Fluent Proficient (RFEP) at the point when specialized language and academic support services are deemed no longer needed for ELs to be successful in their educational program at a level commensurate to non-ELs. This decision is made using criteria that include assessment of English language proficiency using the ELPAC, Smarter Balanced Assessment Consortium (SBAC) or California Alternative Assessment (CAA) scores in English-Language Arts, teacher evaluation, and parent consultation. Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of two years, as required by state and federal guidelines, and if their continued linguistic and academic performance declines or stalls, interventions are provided to ensure that these students reach and maintain grade level academic proficiency. A full description of the reclassification process is detailed below.

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

Reclassification Policy, Criteria, and Process:

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

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

- 1) ELPAC Score - Student must have an Overall score of 3 or 4, with no more than one subscore of 2.
- 2) Teacher Evaluation - Student progress as observed by teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
- 3) Parent Opinion and Consultation - Parents will be invited to, and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
- 4) English Language Proficiency - EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores. The cut score requirements/criteria is indicated in the chart below.

Grade	Minimum ELA SBAC Score	Minimum Reading Score on STAR360	Minimum Math SBAC Score	Minimum Math Score on STAR360
2 nd	n/a	725	n/a	n/a
3 rd	Standard nearly met	53	Standard nearly met	526
4 th	Standard nearly met	61	Standard nearly met	613
5 th	Standard nearly met	76	Standard nearly met	681
6 th	Standard nearly met	87	Standard nearly met	752
7 th	Standard nearly met	94	Standard nearly met	789
8 th	Standard nearly met	97	Standard nearly met	823
9 th	n/a	96	n/a	834
10 th	n/a	96	n/a	839
11 th	Standard nearly met	96	Standard nearly met	864
12 th	n/a	94	n/a	879

Process

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

RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

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

RFEP Monitoring

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

Clarksville Charter School will monitor RFEPs three times over the course of the two years, using the Reclassification Monitoring form. This formal monitoring will occur at the 8, 16, and 24 month marks of the official RFEP date.

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



Clarksville Charter School

INITIAL ELPAC NOTIFICATION LETTER

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

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

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

Language Assessment Results

See enclosed Student Score Report

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

Program Placement

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

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

Exit (Reclassification) Criteria

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

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

Required Criteria (California <i>Education Code</i> [EC] Section 313[f])	LEA Criteria Clarksville Charter School EL Master Plan
English Language Proficiency Assessment	Overall score of 3 or 4, with no more than one subscore of 2 in the domains of reading, writing, listening, and speaking.
Teacher Evaluation	Student progress as observed by teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
Parental Opinion and Consultation	Parents will be invited to, and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
Comparison of Performance in Basic Skills	EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores.

Intervention and Support Options

In addition to the instructional support provided by your homeschool teacher, Inspire offers other programs to help your student with their English fluency and academic achievement goals. Below is a list of options, which you can discuss with your teacher, if interested.

1. **English in a Flash**—is an intervention component of Star 360. All students who are designated EL have automatic access. Students access this program through Renaissance Place (same platform as Star 360); the username and password are also the same as that for Star 360.
2. **Curriculum supplemental support**—check with student's chosen curriculum platform, as some have a built-in ELD/intervention component. For example, Edgenuity students can access MyPath.

3. **One-on-One (virtual) ELD Classes**— this class is brand new this year! It will provide a 5-week session of 20 min. per week **individualized support and instruction** using McGraw Hill’s FLEX program and other supplemental materials taught by our ELD teacher. In order to sign up for this class, please ask your teacher to enroll your child.
4. **Pathblazer**—this program can be used for intervention in math and reading. This eligibility is dependent on their star360 scores and is only given to students who score in the yellow intervention or red urgent intervention categories.
5. **Learning Ally**—this program is an audio book program which reads books to students, so that they can hear what it should sound like, as it is read by an English fluent person. Should you have questions regarding these programs, test results or your child’s instructional placement, please contact your child’s teacher, or me, at the number or email listed below.

Sincerely,

Lisa Dushaj Mesa, M. Ed.

Director of English Language Development

Inspire Charter Schools

951-642-3795

lisam@inspireschools.org

English Language Learner Reclassification Form



Student Name:	Grade:
Teacher Name:	Scope:
	Date:

1. ELPAC Scores

2. English Language Proficiency/ Academic Performance

Overall Score		<i>Comparison Data</i>	<i>English</i>	<i>Math</i>
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		Star 360 Scores		
Speaking		Other:		

3. Teacher Evaluation

4. Parent Opinion

Final Outcome: Student will be reclassified: Yes No

Teacher Signature: _____ Director of ELD: _____

Parent Signature: _____ Official RFEP Date: _____



INSPIRE CHARTER SCHOOLS

1740 Huntington Drive #205, Duarte, CA 91010

(626) 932-1802 * Fax (626) 932-1804

Parent Notification Letter of Reclassification

Dear Parents or Guardians:

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

Your child has been given the ELPAC for this year. Scores are in and based on your child's performance on this test, your child may be reclassified as fluent English proficient (RFEP). In addition to the ELPAC scores, criteria used to make this decision include: an evaluation of your child's academic performance by the teacher, your child's English proficiency as measured by the SBAC, Star 360, and/or iReady assessments, and your opinion as the parents or guardians about your child's proficiency in English and readiness to be requalified.

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

We urge you to make this contact and hold this conference as soon as possible, so that you can continue to be actively involved in your child's learning and together, we can make decisions that are in the best interest of your child.

Sincerely,

Lisa Dushaj Mesa, M. Ed.
Director of English Language Development
Inspire Charter Schools
951-642-3795
lisam@inspireschools.org

Reclassification Form For English Learners with Disabilities



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

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

2. ELPAC Scores

**3. English Language Proficiency/
Academic Performance**

Overall Score		<i>Comparison Data</i>	<i>English</i>	<i>Math</i>
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		Star 360 Scores		
Speaking		Other:		

4. Has student met language proficiency criteria as assessed by ELPAC? Yes ___ No ___

5. Does the IEP/reclassification team believe the student's disability impedes the student's ability to demonstrate English proficiency on the ELPAC? Yes ___ No ___

6. If so, in which domains? Reading ___ Writing ___ Listening ___ Speaking ___

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

___ Student's performance is commensurate with his/her ability, due to his/her disability.
 ___ Student's performance is commensurate with that of peers who have a similar learning disability and are NOT English Learners.
 ___ Student's errors are indicative of a student with his/her disability versus a language barrier.
 ___ Other/also:

Reclassification Form For English Learners with Disabilities



7. Was an English proficiency goal written into the student's IEP? Yes ___ No ___
8. Did the student meet the English proficiency goal? Yes ___ No ___
9. Is it the belief of the IEP/reclassification team that the student has reached an appropriate level of English proficiency and should be reclassified? Yes ___ No ___

10. Teacher Evaluation

11. Parent Opinion

Final Outcome: Student will be reclassified: Yes No

Teacher Signature: _____

Director of ELD: _____

Parent Signature: _____

Official RFEP Date: _____

Case Carrier: _____

IEP Team Member: _____

IEP Team Member: _____

IEP Team Member: _____



Extended School Year Dates

- June 17 - July 19th (with no school July 4th or 5th).



Program Sponsorship

Clarksville Charter School is seeking the board's approval to apply to the California Commission on Teacher Credentialing to be a Program Sponsor for teacher and administrative service credentials.

Below is the Prerequisite taken from the ctc.ca.gov website:

Prerequisite 1 Regional Accreditation and Academic Credit

Institutions interested in seeking Initial Institutional Approval must identify which of the following applies to their institution and will be required to do so when registering for Accreditation 101 (See Prerequisite 2).

Staff
determination

1. The institution is accredited by the Western Association of Schools and Colleges or another of the six regional accrediting associations. A copy of a letter from the accrediting association must be hyperlinked as verification.
2. The institution is a public school, school district or county office and has received approval of sponsorship from the agency's governing board. Verification must be submitted in the form of a letter or board minutes signed by the superintendent or CEO of the agency.
3. The institution is neither of the above and is preparing to offer STEM (Science, Technology, Engineering and Math) programs pursuant to SBX5 1 (Chap. 2, Stats. of 2010). Additional requirements are necessary for institutions applying under this category



Immigration Enforcement Policy

Clarksville Charter School is committed to ensuring that public schools remain safe and accessible to all California residents regardless of immigration status.

The purpose of the Clarksville Charter School Governing Board approving this Immigration Enforcement Policy is to accomplish the following:

1. Outline the Procedures for Responding to an Immigration or Law-Enforcement Officer
2. Outline the Procedures for Notifying Parents Before a Student is Interviewed or Searched by any Officer Seeking to Enforce Civil Immigration

1. Responding to an Immigration or Law-Enforcement Officer: The Charter School personnel shall notify the Executive Director or Deputy Executive Director of any request by an immigration or law-enforcement officer for school or student access, requests for review of the Charter school documents, or requests of the services of lawful subpoenas, petitions, complaints etc., as soon as possible.

In addition, if an officer appears at a school function specifically for immigration-enforcement purposes, the Charter School personnel must take the following actions:

1. Advise the officer that the Charter School personnel must have the Executive Director or Deputy Executive Director review written notification prior to beginning with request;
2. Ask to see (and make a copy of or note) the officer's name and badge number;
3. Ask the officer for her/his reason for being at the Charter School event and document it;
4. Ask the officer to produce any documentation that authorizes school access;
5. Make copies and retain a copy of all documents provided by the officer. Retain one copy for the Charter School records;
6. If the officer asserts that special exigent circumstances exist and demands immediate access to the Charter school location, the Charter school personnel should comply and contact the Executive Director or Deputy Executive Director.

If the officer does not declare that exigent circumstances exist, the Charter School personnel shall inform the officer that the Charter School must consult its own legal counsel before proceeding. In the event the officer presents a federal judicial warrant (search and seizure warrant or arrest warrant), consultation with the Charter School's legal counsel shall be made before providing the agent access to the person or materials specified in the warrant if feasible.

The Charter School personnel should not consent to access by an immigration-enforcement officer, except as described above. At the same time, personnel shall never physically impede an officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If the officer enters without consent, personnel shall document his or her actions while

on campus.

The Charter School personnel shall provide notes of the interaction to the Charter School's legal counsel and provide the governing board a report of the interaction as timely as possible. These notes must include, but are not limited to:

1. List or copy of the officer's credentials and contact information;
2. List of all the Charter School personnel who communicated with the officer;
3. Details of the officer's request;
4. Information on whether the officer presented a warrant or subpoena to accompany his/her request, the information/access requested and proof that the warrant was/wasn't signed;
5. The Charter school personnel's response to the officer's request;
6. Any further action taken by the officer;
7. Photo or copy of all/any information presented by the agent.

Any attempt by a law-enforcement officer to access a school location or a student for immigration-enforcement purposes should be reported to the Bureau of Children's Justice in the California Department of Justice at BCJ@doj.ca.gov

2. **Parental Notification:** Before a student can be interview or searched by any officer seeking to enforce civil immigration laws at the Charter School, the Charter School personnel must receive consent from the student's parent or guardian, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order, stating otherwise.

The Charter school personnel must immediately notify the student's parents or guardians if a law-enforcement officer requests or gains access to a student for immigration-enforcement purposes unless that access was in compliance with a warrant or subpoena that restricts the disclosure of the information to the parent or guardian.

Clarksville Charter School's Personalized Learning Creed

“Personalized Learning truly puts every student first by honoring and exploring your student's unique and special gifts, talents, and aspirations.”



Immigration Enforcement Policy Related to the Detention or Deportation of a Student's Family Member

Clarksville Charter School is committed to ensuring that public schools remain safe and accessible to all California residents regardless of immigration status.

The purpose of the Clarksville Charter School Governing Board approving this Immigration Enforcement Policy Related to the Detention or Deportation of a Student's Family Member is to accomplish the following:

1. Outline the Procedures for Responding to the Detention or Deportation of a Student's Family Member

1. Responding to the Detention or Deportation of a Student's Family Member: The Charter School shall encourage families and students to be prepared in the event that a family member is detained or deported. The Charter School shall encourage families and students to:

- Know their emergency phone numbers;
- Know where to find important documentation such as birth certificates, passports, Social Security Cards, doctors' contact information, medication lists, and lists of allergies.

The Charter School shall permit students and families to update a student's emergency contact information as needed throughout the school year and to provide alternative contacts if not parent or guardian is available.

The Charter School shall ensure that families may include the contact information of a trusted adult guardian as a secondary emergency contact in the event a student's parent or guardian is ever detained.

The Charter School shall communicate to families that the information provided on the emergency cards will only be used to respond to emergency situations – and will never be used for any other purpose.

The student's emergency card contact information is the information that shall be used in the event a student's parent or guardian is detained or deported and the student must be released to an adult designated on that card. Alternately, the Charter School shall release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit on behalf of the student. The Charter School shall only contact Child Protective Services if school staff are unable to arrange for timely care through the methods outlined above or other instructions given by the parent or guardian.

Any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes should be reported to the Bureau of Children's Justice in the California

Clarksville Charter School's Personalized Learning Creed
“Personalized Learning truly puts every student first by honoring and exploring your student’s unique and special gifts, talents, and aspirations.”



Education Records and Student Information Policy

Clarksville Charter School is committed to protecting student privacy in accord with the Family Educational Rights and Privacy Act or “FERPA” and the California Constitution.

The purpose of the Clarksville Charter School Governing Board approving this Education Records and Student Information Policy is to accomplish the following:

1. Define Education Records
2. Establish the Procedures for Requesting Copies of Education Records
3. Establish the Procedures for Requesting to Review Education Records
4. Establish the Procedures for Requesting for Amendment to Education Records
5. Outline the Procedures for Challenging the Education Record
6. Outline the Disclosure of Education Records and Directory Information
7. Outline the Process of Record Keeping
8. Outline Parental and Eligible Student Right to File a Complaint with U.S Department of Education.

1. Education Record: An education record is any written or computerized document, file, entry, or record containing information directly relating to a student that is compiled and maintained by the Charter School. Such information includes but is not limited to:

- Date and place of birth, parent and/or guardian’s address, and where the parties may be contacted for emergency purposes;
- Grades, test scores, courses taken, academic specializations and school activities;
- Special education records;
- Disciplinary records;
- Medical and health records;
- Attendance records and records of past schools attended;
- Personal information such as, but not limited to, student identification numbers, social security numbers, photographs, or any other type of information that aids in identification of a student. Please note that, as of January 1, 2017, the Charter School shall not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians, unless otherwise required to do so by state or federal law.

The Charter School shall not use any school resources or data to be used to create a registry based on

race, gender, sexual orientation, religion, ethnicity or national origin.

An education record does not include any of the following:

- Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another person except a temporary substitute for the maker of the record;
- Records maintained by a law enforcement unit of the Charter School that were created by that law enforcement unit for the purpose of law enforcement;
- Records relating to a Charter School employee that are made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for use for any other purpose;
- Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the Charter School.
- Records that only contain information about an individual after he or she is no longer a student at the Charter School.
- Grades on peer-graded papers before they are collected and recorded by a teacher.

Parents and eligible students that they have the right to:

- Inspect and review the student's education records;
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA and the Code of Federal Regulations authorize disclosure without consent;
- File with the Department of Education a complaint concerning alleged failures by the Charter School to comply with the requirements of FERPA and its promulgated regulations.

- Request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

2. Requesting to Review Education Records: Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Director of Records Within forty-five (45) days, the Charter School shall comply with the request.

If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the Charter School will provide the parent or eligible student with a copy of the requested records or make other arrangements for inspection and review of the requested records.

3. Requesting Copies of Education Records: The Charter School will provide copies of requested documents within ten (10) days of a request for copies. The Charter School will charge reasonable fees for copies it provides to parents or eligible students, unless it effectively prevents a parent or eligible student from exercising the right to inspect and review the education records. The charge will not include a fee to search for or to retrieve the education records.

4. Requesting for Amendment to Education Records: If upon review, a parent or eligible student discovers any information or notation that is factually inaccurate, misleading or in violation of the student's right of privacy, he or she may request, in writing, that the Charter School amend the record. The request must be submitted within thirty (30) days of the discovery of the inaccurate or misleading information or a violation of the student's right of privacy. The Charter School will respond within ten (10) days of the receipt of the request to amend. The Charter School's response will be in writing and if the request for amendment is denied, the Charter School will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

5. Challenging the Education Record: If the Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing, notice of the date, time and place of the hearing will be sent by the Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The hearing will be conducted by the Dean of Academics. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or

represented by one or more individuals of his/her choice, including an attorney. The Dean of Academic's decision will be based solely on the evidence presented at the hearing. Within thirty 30 days of the conclusion of the hearing, the Charter School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the Charter School decides that the information is inaccurate, misleading or otherwise in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, the Charter School decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of the Charter School, or both. If the Charter School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

- 6. Disclosure of Education Records and Directory Information:** With the exceptions listed below, the Charter School will not release educational records to any person or entity outside the Charter School without the written consent of a parent or eligible student. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent. The Charter School shall permanently keep the consent notice with the record file. A parent, guardian or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that is not otherwise subject to release, the Charter School shall not release the information.

The Charter School shall avoid the disclosure of information that might indicate a student's or family's citizenship or immigration status if the disclosure is not authorized by FERPA. No student information shall be disclosed to immigration authorities for immigration-enforcement purposes without a court order or judicial subpoena. Immigration-enforcement agencies do not have a legitimate educational interest in a student's or family's citizenship or immigration status. A student's or family's citizenship or immigration status is not considered to be directory information.

Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the Charter School prohibits disclosure, the Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The Charter School will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior consent of the parent or eligible student and that the receiving party use it for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below and the Charter School maintains the appropriate records, as described below. Except for disclosures pursuant to a judicial order or lawfully issued subpoena, of directory information or to parents or eligible students, the Charter School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior writing consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made.

If the Charter School receives an information request related to a student's or family's immigration or citizenship status, the Charter School personnel shall take the following action steps:

- Notify the Executive Director or Deputy Executive Director about the information request;
- Provide students and families with appropriate notice and a description for the immigration officer's request;
- Document any verbal or written request for information by immigration authorities;
- Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

The Charter School will train its personnel regarding gathering and handling sensitive student information as identified in this policy.

The Charter School will disclose education records, without consent, to the following parties:

- Charter School employees who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
- Contractors, consultants, volunteers or other parties to whom the Charter School has outsourced institutional services or functions may be considered a Charter School official provided that the outside party performs an institutional service or function for which the Charter School would otherwise use employees, is under the direct control of the Charter School with respect to the use and maintenance of records, and is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information;
- Other schools to which a student seeks or intends to enroll;
- Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- Appropriate parties in connection a student's application for, or receipt of, financial aid to a

student if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;

- Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- Individuals who have obtained lawful court orders or subpoenas, with prior notice to parents or eligible students with some exceptions;
- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School may disclose the final results of the disciplinary proceeding, regardless of whether the Charter School concluded a violation was committed.
- An agency caseworker or other representative of a State or local child welfare agency or tribal organization who has the right to access a student's case plan, when such agency or organization is legally responsible, in accordance with State law, for the care and protection of the student, provided those records will not be disclosed by such agency or organization, except as required by law;
- Other disclosures as provided by applicable law.

7. Record Keeping: The Charter School will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record will include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of the Charter School in accordance with 34 C.F.R. 99.33(b), the record will include the names of the additional parties to which the receiving party may disclose the information on behalf of the Charter School and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents and eligible students, the Charter School officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, the Charter School officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of the Charter School.

8. **Complaints:** Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

**Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202**

Clarksville Charter School's Personalized Learning Creed

“Personalized Learning truly puts every student first by honoring and exploring your student’s unique and special gifts, talents, and aspirations.”



Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy

Clarksville Charter School is committed to ensuring a **professional work and learning environment** without discrimination ~~or~~, harassment, intimidation, or bullying on the basis of ~~race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship~~ 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. Clarksville Charter School prohibits any such discrimination ~~or~~, harassment, intimidation, or bullying.

The purpose of the Clarksville Charter School Governing Board approving this Anti-Harassment/Discrimination/Intimidation/Bullying/ Retaliation Policy is to accomplish the following:

1. Define Harassment, **Discrimination, Intimidation, and Bullying**
2. Identify Who the Policy Applies to
3. Identify Where the Policy Applies
4. Establish the Responsibility of Reporting
5. Identify Reporting Procedures
6. Identify Investigation/Complaint Procedures
7. Identify the Consequences of Retaliation
8. **Outline the Protection of Individuals with Immigration Status**
9. **Outline the Procedures for Notifying Parents of Their Children's Right to a Free Public Education, Regardless of Immigration Status or Religious Beliefs**

1. Definitions:

- **Harassment:** Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student **or staff member** because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent. Examples of such conduct include, but are not limited to:
 - Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading, or ridiculing another person or group
 - Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
 - Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
 - Physical assault or stalking

- Displays or electronic transmission of derogatory, demeaning or hostile materials or statements
- Graphic and written offensive or derogatory statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

- **Sexual Harassment:** Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of violations:
 - Unwanted sexual advances
 - Offering educational benefits in exchange for sexual favors
 - Making or threatening reprisals after a negative response to sexual advances
 - Visual conduct: Leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
 - Verbal conduct: Making or using derogatory comments, epithets, slurs and jokes
 - Verbal sexual advances or propositions
 - Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
 - Physical conduct: Touching, assault, impeding or blocking movements
- **Intimidation:** Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.
- **Bullying:** Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following: 1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with his or her academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying:

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment and sexual abuse (touching, physical contact, sexual assault).
 - Bias or hate-motivated bullying is a basic bias against or hate for a person or group. Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive, antagonistic, and assaultive.
 - Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during an initiation for a student organization or body, club, group or sports team. It may involve conduct 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 pupil. Hazing does not include athletic events or school-sanctioned events.
 - Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager communicating any of the following:
1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a "Burn Page," an impersonation of another student, and a false profile.
- **Retaliation:** Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.

a. Harassment can take many forms. The term "harassment" includes:-

~~Offensive remarks, comments, jokes or slurs pertaining to an individual's race, religion, sex, sexual orientation, gender or gender identity, age, national origin or ancestry, disability, citizenship, veteran status, or any other protected status as defined by law or regulation-~~

- ~~Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved-~~
- ~~Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault-~~
- ~~Offensive pictures, drawings or photographs or other communications, including email, text messages, or other forms of electronic communication-~~
- ~~Threatening reprisals due to an employee's refusal to respond to requests for sexual favors or for reporting a violation of this policy-~~
- ~~Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:-~~

- ~~a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~
- ~~b. Submission to, or rejection of, such conduct by an individual is used as a basis for employment decisions affecting such individual;~~
- ~~c. Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.~~

- 2. Who the Policy Applies to:** It shall be a violation of this policy for any student, teacher, administrator or other employee of Clarksville Charter School to **discriminate against**, harass, **intimidate or bully** another student, teacher, administrator, other employee or anyone associated with Inspire Charter Schools through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Inspire Charter Schools (e.g. an outside vendor, consultant or customer).
- 3. Where the Policy Applies:** Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.
- 4. Responsibility:** All Clarksville Charter School employees have a responsibility for keeping our work environment free of **discrimination**, harassment, **intimidation**, and **discrimination-bullying**.
- 5. Reporting:** Clarksville Charter School encourages reporting of all perceived incidents of discrimination, harassment, **intimidation, bullying**, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. In addition, Clarksville Charter School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Clarksville Charter School recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. Clarksville Charter School is serious about enforcing its policy against harassment; however, Clarksville Charter School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to Clarksville Charter School's attention so it can take whatever steps are necessary to correct the problems.
- 6. Investigation/Complaint Procedure:** All complaints of harassment or discrimination will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. Clarksville Charter School

encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Clarksville Charter School believes appropriate under the circumstances. Willful false and malicious complaints of harassment, discrimination or retaliation may be subject to appropriate disciplinary action.

7. **Consequences for Retaliation:** Retaliation against an individual **who has a complaint or has formally reported ~~for reporting~~ discrimination, harassment, intimidation, or bullying or ~~discrimination~~ or has participated ~~for participating~~ in an investigation of such a complaint ~~a claim of harassment or discrimination~~** is a serious violation of this policy and, like **discrimination, harassment, intimidation, or retaliation ~~discrimination~~** itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.
8. **Immigration Status:** If the Charter School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
- Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
- Identify the signs of bullying or harassing behavior;
- Take immediate corrective action when bullying is observed; and

- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.
9. **Parental Notification:** Each year, the School shall notify parents and guardians of their children’s right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the “Know Your Rights” immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.

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