

**Regular Board Meeting
Heartland Charter School
June 6, 2018 - 7:00 pm - 8:00 pm
2131 Saturn Court
Bakersfield, CA 93308**

AGENDA

1. Call to Order
2. Public Comment
3. Approval of the Bylaws and Conflict of Interest Policy
4. Approval of the 2018-2019 Budget
5. Approval of the LCAP
6. Approval of CDE's Assurances
7. Approval of Board Policies/Agreements:
 - a. The Charter School Documents Policy
 - b. Access to The Charter School Documents Policy
 - c. FERPA Directory Policy and "Opt-Out Notice"
 - d. Homeless Education Policy
 - e. HCS Information Technology Department Policy and Procedures
 - f. Parent-Student Information Technology Use Policy
 - g. Staff Information Technology Use Policy
 - h. Identification of Individuals for 504
 - i. Identification of Individuals for Special Education
 - j. Procedural Safeguards and Complaint Administrative Regulation
 - k. Procedural Safeguards and Complaint Policy
 - l. Individual Education Program Administrative Regulation
 - m. Individual Education Program Policy
 - n. Transportation for Students with Disabilities Policy
 - o. Suicide Prevention Policy
 - p. Suspension and Expulsion Policy
 - q. Teacher Certification Policy
 - r. Services Agreement
 - s. Universal Complaint Administrative Regulation
 - t. Universal Complaint Policy

- u. Anti-Harassment Policy
 - v. Whistleblower Policy
 - w. Fiscal Policy and Procedures
 - x. Inter-School Loan Policy
8. Approval of the Board Resolution: Education Protection Account and Spending Plan
 9. Form 700
 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: Inspire Charter Schools 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
HEARTLAND 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) 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) 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 depositories 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:

(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 Heartland 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 May 20, 2017.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 6th day of June, 2017.

Shona Hall, Secretary

CONFLICT OF INTEREST POLICY OF HEARTLAND CHARTER SCHOOL

Article I Purpose

Section 1.1. This Conflict of Interest Policy (this "Policy") has been adopted and approved by the Board of Directors of Heartland Charter School (the "Corporation") for the purposes of (1) protecting the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined hereinafter) or might result in a possible excess benefit transaction; and (2) establishing policies and procedures to be adhered to and implemented by the Corporation whenever it is contemplating entering into such transactions or arrangements, and whenever determining appropriate levels of compensation, direct and indirect, including benefits and perquisites for any Interested Person. The Corporation and each director, officer, member of a committee with Board-delegated powers, and key employee intends to comply with this Policy in such a manner so as to avoid any "excess benefit transaction" that would be subject to intermediate sanctions and excise taxes under section 4958 of the Internal Revenue Code of 1986, as amended (the "Code"). This Policy also is intended to supplement, but not replace, any applicable federal or state laws governing conflicts of interest applicable to nonprofit and charitable corporations, and the Corporation shall comply with the requirements of each such federal or state law in addition to the requirements of this Policy.

Section 1.2. The Corporation is a nonprofit corporation duly organized and existing under the laws of the state of California, which has been recognized by the Internal Revenue Service as exempt from income tax under section 501(c)(3) of the Code, and as such is organized and operated exclusively for charitable, educational, and scientific purposes, not for pecuniary profit, and no part of the net earnings of the Corporation shall inure to the benefit of any person or non-exempt entity.

Article II Definitions

Section 2.1. Interested Person

Any director, officer, member of a committee with Board-delegated powers, or key employee, as defined below, who has a direct or indirect financial interest, as defined below, is an interested person ("Interested Person").

Section 2.2. Financial Interest

A person has a "financial interest" if the person has, directly or indirectly, through business, investment or family, any of the following:

- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

“Compensation” includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial, benefits, perquisites, reimbursements for personal expenses, or entitlements relating to personal uses of property or service rights of the Corporation.

A financial interest is not necessarily a conflict of interest. Under Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 2.3. Key Employee

A person is a “key employee” if he or she meets the three tests set forth for that term in the Glossary to the Instructions to Form 990 Return of Organization Exempt from Income Tax. Those tests generally provide that a key employee is an employee who has (i) reportable compensation from the Corporation and all related organizations, for the calendar year, in excess of \$150,000; (ii) responsibilities similar to officers and directors or manages a discrete segment of the Corporation that represents at least 10% of its activities, assets, income, expenses, or capital budget; and (iii) is one of the 20 employees with the highest reportable compensation from the organization and related organizations for the calendar year.

Article III Conflict Procedures

Section 3.1. Duty to Disclose

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of his or her financial interest and all material facts to the Board of Directors of the Corporation (the “Board”) or to any special committees with Board-delegated powers (e.g., conflicts or compensation committees) considering the proposed transaction or arrangement.

Section 3.2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he/she shall excuse himself/herself from the Board or committee meeting while the determination of whether a conflict of interest exists is discussed and voted

upon. The remaining Board or committee members shall determine whether a conflict of interest exists.

Section 3.3. Procedures for Addressing the Conflict of Interest

a. An Interested Person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the possible conflict of interest.

b. The Board or the committee shall undertake, or appoint a disinterested person or committee to undertake, an appropriate due diligence investigation, including an analysis of all material facts related to the possible conflict of interest, collection of data on comparable arrangements or transactions, and the development and investigation of alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and charitable, educational, and scientific purposes and whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determinations.

Section 3.4. Violations of the Conflict of Interest Policy

a. If the Board or committee has reasonable cause to believe that a director, officer, or key employee has failed to disclose an actual or possible conflict of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

b. After hearing the response of such person and making such further investigation as may be warranted under the circumstances, if the Board or committee determines that the director, officer, or key employee is an Interested Person and has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. Prompt corrective action must be required in order to avoid the second-tier penalty tax under section 4958 of the Code and other additional liability and must include full restitution to the Corporation.

Article IV Records of Proceedings

Section 4.1. The minutes of the Board and any special committee with Board-delegated powers shall contain the following:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest exists.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Article V Compensation Procedures

Section 5.1. No Interested Person shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received directly or indirectly from the Corporation. No Interested Person, however, is prohibited from providing information to the Board or a committee regarding compensation, including factual data on comparable compensation for comparable services or the reasonableness of the proposed compensation.

Section 5.2. The Corporation shall endeavor to ensure that all compensation arrangements affecting Interested Persons are objectively reasonable, based on the relevant market for persons of comparable skills, training, education and experience and performing similar duties for comparable organizations under similar conditions and circumstances. The Corporation shall consider and give due weight to studies published by third parties regarding rates of compensation whenever and, to the extent that, such studies are reliable, comparable and available.

Article VI Annual Statements

Section 6.1. Each director, officer, member of a committee with Board-delegated powers, and key employee shall annually sign a statement which affirms that such person:

- a. has received a copy of this Policy of the Corporation,
- b. has read and understands this Policy,
- c. has agreed to comply with this Policy, and

- d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its stated charitable, educational, and scientific purposes and do not result in private inurement or unreasonable or excessive economic benefit to private individuals or entities.

Article VII

Periodic Reviews

Section 7.1. To ensure that the Corporation operates in a manner consistent with its charitable, educational, and scientific purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation shall conduct periodic reviews of its compensation arrangements and any other transactions or arrangements that may provide a financial interest to any Interested Person. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements are reasonable,
- b. Whether transactions of the Corporation result in private inurement or impermissible private benefit,
- c. Whether transactions and arrangements with third parties conform to written policies, including this Policy, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable, educational, and scientific purposes, and do not result in private inurement or impermissible private benefit, and
- d. Whether the Corporation's expense reimbursement procedures are adequate in terms of required documentation, whether persons seeking reimbursement are complying with these procedures, and whether such expenses relate to furthering the Corporation's charitable, educational, and scientific purposes and do not result in private inurement or impermissible private benefit.

Article VIII

Use of Outside Experts

Section 8.1. In determining whether a conflict of interest exists, determining compensation or conducting the periodic reviews required by this Policy, the Corporation may, but need not, use outside advisors and consultants. If outside experts are used, their use shall be documented, but shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted in accordance with this Policy.

Adopted by the Board of Directors of Heartland Charter School, on June ___, 2018, effective immediately.

AGREEMENT TO COMPLY
WITH
CONFLICT OF INTEREST POLICY

I, a director, officer, member of a committee with Board-delegated powers, or key employee, hereby state that I have received a copy of the Conflict of Interest Policy of Heartland Charter School, have read it and understand it, and hereby agree to comply with this Policy. I understand that I will engage only in activities to further the charitable, educational, and scientific purposes of this Corporation, which will not result in private inurement, unreasonable private benefit, or acts of self-dealing.

Signature: _____

Print name: _____

Date: _____

Budget and Projected Fund Balance - 2018-19 - Inspire Charter School - Heartland

P2 of 1995	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
State Aid - Revenue Limit	-	-	-	286,630	57,502	57,502	8,579,054	57,502	1,643,844	1,687,291	1,587,541	3,274,831	17,231,696
Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue	-	-	-	-	208,278	-	-	166,622	166,622	166,622	166,622	553,652	1,428,420
Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue:	-	-	-	286,630	265,780	57,502	8,579,054	224,124	1,810,467	1,853,913	1,754,163	3,828,483	18,660,116
Certificated Salaries	-	530,009	530,009	530,009	530,009	530,009	530,009	530,009	530,009	530,009	530,009	530,009	5,830,099
Benefits	97,436	198,827	198,827	198,827	198,827	198,827	207,867	205,607	201,087	198,827	198,827	198,827	2,302,616
Books and Supplies	216,834	433,668	542,085	542,085	433,668	180,695	361,390	180,695	180,695	180,695	180,695	180,695	3,613,900
Subagreement Services	147,081	311,132	384,672	409,036	333,723	144,425	991,325	158,588	293,427	297,120	288,642	464,959	4,224,129
Professional/Consulting Services	3,417	3,417	6,417	25,048	17,444	10,154	564,055	15,986	119,098	130,422	115,439	239,859	1,250,755
Operations and Housekeeping	11,300	11,300	17,145	20,728	20,467	17,864	124,383	19,947	39,776	40,319	39,072	65,001	427,301
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	501,097	-	-	182,217	91,109	91,109	-	91,109	-	-	956,640
Total Expenses:	476,068	1,488,353	2,180,252	1,725,732	1,534,139	1,264,192	2,870,138	1,201,941	1,364,093	1,468,501	1,352,683	1,679,350	18,605,441
Surplus/Deficit	(476,068)	(1,488,353)	(2,180,252)	(1,439,102)	(1,268,359)	(1,206,690)	5,708,917	(977,817)	446,374	385,412	401,480	2,149,134	54,675
Cumulative Fund Balance	(476,068)	(1,964,420)	(4,144,673)	(5,583,775)	(6,852,134)	(8,058,824)	(2,349,907)	(3,327,724)	(2,881,350)	(2,495,939)	(2,094,459)	54,675	
Beginning Fund Balance	-	(476,068)	(1,964,420)	(4,144,673)	(5,583,775)	(6,852,134)	(8,058,824)	(2,349,907)	(3,327,724)	(2,881,350)	(2,495,939)	(2,094,459)	
Ending Fund Balance	(476,068)	(1,964,420)	(4,144,673)	(5,583,775)	(6,852,134)	(8,058,824)	(2,349,907)	(3,327,724)	(2,881,350)	(2,495,939)	(2,094,459)	54,675	

Local Control Accountability Plan and Annual Update (LCAP) Template

[Addendum](#): General instructions & regulatory requirements.

[Appendix A](#): Priorities 5 and 6 Rate Calculations

[Appendix B](#): Guiding Questions: Use as prompts (not limits)

[LCFF Evaluation Rubrics](#): Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Heartland Charter School		
Contact Name and Title	Dr. Herbert Nichols Executive Director	Email and Phone	nick@inspireschools.org 818-207-3837

2018-21 Plan Summary

THE STORY

Briefly describe the students and community and how the LEA serves them.

Heartland Charter School is a tuition-free, personalized learning public charter school for TK-12th grade students. Offering both flexibility and choice, Heartland Charter School empowers families to tailor a school program that is designed around the specific and unique needs of each student. Under the direction of highly qualified, credentialed teachers, students will engage in independent study learning models that could include 100% online coursework, offline textbook work, homeschool curriculum, project based learning, and unique enrichment opportunities. Each of the different programs allow students to take courses and learn in the optimal environment for their learning needs and take advantage of personalized learning options.

LCAP HIGHLIGHTS

Identify and briefly summarize the key features of this year's LCAP.

Heartland Charter School will open on July 1, 2018, with the mission to provide a high standard of education to students through comprehensive curriculum supported by energetic, dynamic, and caring teachers. Heartland Charter School is committed to developing the individual gifts of students in partnership with parents/guardians to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real life success in the 21st Century.

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

☒ New ☐ Modified ☐ Unchanged

Goal 1

Appropriately assigned and credentialed teachers will develop, implement, and assess standards-based academic content supported by a Professional Development Plan consistent with our mission and objectives, focusing first on personalized learning, critical thinking strategies, data analysis, and Common Core State Standards.

State and/or Local Priorities Addressed by this goal:

STATE x 1 x 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 x 7 ☐ 8
COE ☐ 9 ☐ 10
LOCAL _____

Identified Need

As an independent study school, students need a variety of ways to engage with the school community to positively impact their educational experience. Focused professional development needs to provide to parents because they provide instructional support to students. Parent participation in meetings, workshops, trainings, etc. is low.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2018-19	2019-20	2020-21
100% of teachers appropriately assigned and fully credentialed.	New school program and baseline will be established 2018-2019 school year.			
Increase number of students participating in Enrichment Academies as measured by student enrollment.	New program and Baseline data will be available in 2018-19			
Increase opportunities for parent participation in various	New program and Baseline data will			

school activities.	be available in 2018-19			
Increase parent participation rate for the school climate survey by 10%.	New school program and baseline will be established 2018-2019 school year.			
Maintain current attendance rates of 95% or higher by ensuring the timely completion of assignments.	New school program and baseline will be established 2018-2019 school year.			
Maintain chronic absenteeism rate at 0%.	New school program and baseline will be established 2018-2019 school year.			
Maintain the rate of pupil suspension and expulsions rates.	New school program and baseline will be established 2018-2019 school year.			
Maintain safe facilities as demonstrated in the Facilities Inventory (FIT) Report.	New school program and baseline will be established 2018-2019 school year.			

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ All ☐ Students with Disabilities ☐ [Specific Student Group(s)] _____

Location(s) ☒ All schools ☐ Specific Schools: _____ ☐ Specific Grade spans: _____

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served ☒ English Learners ☒ Foster Youth ☒ Low Income

Scope of Services ☒ LEA-wide ☐ Schoolwide **OR** ☐ Limited to Unduplicated Student Group(s)

Location(s) ☒ All schools ☐ Specific Schools: _____ ☐ Specific Grade spans: _____

ACTIONS/SERVICES

Action **1**

2019-20

<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged
<ul style="list-style-type: none">• Ensure teachers are subject matter competent:• Annual teacher credential review, including CLAD or equivalent• Audit Highly Qualified Teacher assignments• Implement a performance review process that evaluates teacher implementation of CCSS effectively.	<ul style="list-style-type: none">• Ensure teachers are subject matter competent:• Annual teacher credential review, including CLAD or equivalent• Audit Highly Qualified Teacher assignments• Implement a performance review process that evaluates teacher implementation of CCSS effectively.	<ul style="list-style-type: none">• Ensure teachers are subject matter competent:• Annual teacher credential review, including CLAD or equivalent• Audit Highly Qualified Teacher assignments• Implement a performance review process that evaluates teacher implementation of CCSS effectively.

BUDGETED EXPENDITURES

2018-19		2019-20		2020-21	
Amount	\$4,982,991	Amount	\$5,134,474	Amount	\$5,285,427
Source	1100	Source	1100	Source	1100

Action 2**2018-19**☒ New ☐ Modified ☐ Unchanged

Focused Professional development and parent engagement:

- Create and implement school-wide and department professional development calendar and data meetings for staff and parents.
- Conduct ongoing in-service days and monthly professional development, informed by staff & parent input and needs analysis.
- Provide opportunities for families to support their students' educations and provide input in decisions, feel welcomed and comfortable accessing school resources, including parents of ELL students and unduplicated pupils.

2019-20☒ New ☐ Modified ☐ Unchanged

Focused Professional development and parent engagement:

- Create and implement school-wide and department professional development calendar and data meetings for staff and parents.
- Conduct ongoing in-service days and monthly professional development, informed by staff & parent input and needs analysis.
- Provide opportunities for families to support their students' educations and provide input in decisions, feel welcomed and comfortable accessing school resources, including parents of ELL students and unduplicated pupils.

2020-21☒ New ☐ Modified ☐ Unchanged

Focused Professional development and parent engagement:

- Create and implement school-wide and department professional development calendar and data meetings for staff and parents.
- Conduct ongoing in-service days and monthly professional development, informed by staff & parent input and needs analysis.
- Provide opportunities for families to support their students' educations and provide input in decisions, feel welcomed and comfortable accessing school resources, including parents of ELL students and unduplicated pupils.

BUDGETED EXPENDITURES**2018-19**

Amount \$30,000

Source 5804

Budget
Reference Professional Development**2019-20**

Amount \$30,600

Source 5804

Budget
Reference Professional Development**2020-21**

Amount \$31,212

Source 5804

Budget
Reference Professional Development**Action 3****2018-19**☒ New ☐ Modified ☐ Unchanged

- Monitor and intervene on attendance and behavior:
- Monthly analysis of attendance and behavior data by subgroup.
- Special education services to students with emotional and behavioral challenges as required

☒ New ☐ Modified ☐ Unchanged

- Monitor and intervene on attendance and behavior:
- Monthly analysis of attendance and behavior data by subgroup.
- Special education services to students with emotional and behavioral challenges as required

2019-20☒ New ☐ Modified ☐ Unchanged

- Monitor and intervene on attendance and behavior:
- Monthly analysis of attendance and behavior data by subgroup.
- Special education services to students with emotional and behavioral challenges as required

- by IEP.
- Notify parent/guardian of attendance concerns and intervene according to attendance and enrollment compliancy procedures.
- Administer, analyze, and respond to results of annual student and staff satisfaction surveys.
- Refine intensive targeted interventions for students with behaviors indicating a likelihood of dropping out or in danger of failing.

- by IEP.
- Notify parent/guardian of attendance concerns and intervene according to attendance and enrollment compliancy procedures.
- Administer, analyze, and respond to results of annual student and staff satisfaction surveys. Refine intensive targeted interventions for students with behaviors indicating a likelihood of dropping out or in danger of failing.

- by IEP.
- Notify parent/guardian of attendance concerns and intervene according to attendance and enrollment compliancy procedures.
- Administer, analyze, and respond to results of annual student and staff satisfaction surveys. Refine intensive targeted interventions for students with behaviors indicating a likelihood of dropping out or in danger of failing.

BUDGETED EXPENDITURES

2018-19		2019-20		2020-21	
Amount	\$4,982,991	Amount	\$5,134,474	Amount	\$5,285,427
Source	1100	Source	1100	Source	1100
Budget Reference	Certificated Teachers	Budget Reference	Certificated Teachers	Budget Reference	Certificated Teachers

Action 4

<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged
<ul style="list-style-type: none"> • Continue the use of Parent Portal: • Continue to train staff in how to post communications, progress reports, assessment data to Parent Portal • Continue to engage parents in use of parent portal (demonstration sessions, how to guides) • Continue to have teachers engage parents through weekly class newsletters and progress reports (viewable through Parent Portal) and monthly check-in conferences. 	<ul style="list-style-type: none"> • Continue the use of Parent Portal: • Continue to train staff in how to post communications, progress reports, assessment data to Parent Portal • Continue to engage parents in use of parent portal (demonstration sessions, how to guides) • Continue to have teachers engage parents through weekly class newsletters and progress reports (viewable through Parent Portal) and monthly check-in conferences. 	<ul style="list-style-type: none"> • Continue the use of Parent Portal: • Continue to train staff in how to post communications, progress reports, assessment data to Parent Portal • Continue to engage parents in use of parent portal (demonstration sessions, how to guides) • Continue to have teachers engage parents through weekly class newsletters and progress reports (viewable through Parent Portal) and monthly check-in conferences.

BUDGETED EXPENDITURES

2018-19		2019-20		2020-21	
Amount	0	Amount	0	Amount	0
Source	n/a	Source	n/a	Source	n/a

Budget
Reference

Already included in goal

Budget
Reference

Already included in goal

Budget
Reference

Already included in goal

☒ New☐ Modified☐ Unchanged

Goal 2

Create systems and structures that provide multiple pathways of personalized learning and increase College and Career Readiness of our students to close the achievement gap for all subgroups.

[State and/or Local Priorities Addressed by this goal:](#)

STATE ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☒ 7 ☒ 8

COE ☐ 9 ☐ 10

LOCAL _____

[Identified Need](#)

Administration and staff need to create and implement a formal system to quickly identify and support students in danger of failing. While many parents are highly involved in the student-parent-teacher partnership through monthly conferences and frequent dialogue, the school needs to formally involve parents and students in the decision-making process of the school by creating a parent-involved leadership team. The school needs to establish community partnerships and connections to provide students with more college and career resources and/or internship opportunities for students.

[EXPECTED ANNUAL MEASURABLE OUTCOMES](#)

Metrics/Indicators	Baseline	2018-19	2019-20	2020-21
CAASPP participation rate will be at least 95%	New school program and baseline will be established 2018-2019 school year.			
The percentage of Heartland students meeting or exceeding standards on CAASPP ELA assessments, including all subgroups, will meet or exceed the statewide average	New school program and baseline will be established 2018-2019 school year.			
The percentage of Heartland students meeting or exceeding	New school program and baseline will be established 2018-2019 school year.			

standards on CAASPP Math assessments, including all subgroups, will meet or exceed the statewide average				
10% of English learners will increase one level of proficiency on the ELPAC annually	New school program and baseline will be established 2018-2019 school year.			
At least 10% of EL students will demonstrate eligibility for reclassification	New school program and baseline will be established 2018-2019 school year.			
95% of all students will participate in quarterly interim benchmark assessments to show mastery of standards taught.	New school program and baseline will be established 2018-2019 school year.			
A professional development calendar will be created to include specific CCSS PD.	100% of teachers will engage in >15 hours of curriculum training and CCSS PD during the school year.			

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:		
<u>Students to be Served</u>	<input checked="" type="checkbox"/> All <input type="checkbox"/> Students with Disabilities <input type="checkbox"/> [Specific Student Group(s)] _____	
<u>Location(s)</u>	<input checked="" type="checkbox"/> All schools <input type="checkbox"/> Specific Schools: _____ <input type="checkbox"/> Specific Grade spans: _____	

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:		
<u>Students to be Served</u>	<input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Low Income	
<u>Scope of Services</u>	<input checked="" type="checkbox"/> LEA-wide <input type="checkbox"/> Schoolwide OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)	
<u>Location(s)</u>	<input checked="" type="checkbox"/> All schools <input type="checkbox"/> Specific Schools: _____ <input type="checkbox"/> Specific Grade spans: _____	

ACTIONS/SERVICES

Action 1

2018-19	2019-20	2020-21
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged
Administer interim benchmark assessments to identify the standards not yet mastered and prepare for state testing.	Administer interim benchmark assessments to identify the standards not yet mastered and prepare for state testing.	Administer interim benchmark assessments to identify the standards not yet mastered and prepare for state testing.

BUDGETED EXPENDITURES

2018-19	2019-20	2020-21
Amount	Amount	Amount
\$4,982,991	\$5,134,474	\$5,285,427
Source	Source	Source
1100	1100	1100
Budget Reference	Budget Reference	Budget Reference
Certificated Teachers	Certificated Teachers	Certificated Teachers

Action 2

2018-19

☒ New ☐ Modified ☐ Unchanged

- Implement RTI model:
- Identify at-risk students
- Use RTI tiers to determine each student's level of need
- Implement interventions for at-risk students, such as targeted online virtual instruction, supplemental instructional license assignments, enrichment tutoring services, SAT/ACT prep classes

2019-20

☒ New ☐ Modified ☐ Unchanged

- Continue to Implement RTI model:
- Identify at-risk students
- Continue to use RTI tiers to determine each student's level of need
- Continue to Implement interventions for at-risk students, such as targeted online virtual instruction, supplemental instructional license assignments, enrichment tutoring services, SAT/ACT prep classes

2020-21

☒ New ☐ Modified ☐ Unchanged

- Continue to Implement RTI model:
- Identify at-risk students
- Continue to use RTI tiers to determine each student's level of need
- Continue to Implement interventions for at-risk students, such as targeted online virtual instruction, supplemental instructional license assignments, enrichment tutoring services, SAT/ACT prep classes

BUDGETED EXPENDITURES

2018-19

Amount	\$1,232,775
Source	4305
Budget Reference	See software costs listed in goal 1 action 4

2019-20

Amount	\$1,248,251
Source	4305
Budget Reference	See software costs listed in goal 1 action 4

2020-21

Amount	\$1,273,216
Source	4305
Budget Reference	See software costs listed in goal 1 action 4

Action 3

2018-19

☒ New ☐ Modified ☐ Unchanged

- Identify, assess, and instruct English Language Learners:
- Systematically collect home language survey and identify ELs upon enrollment into SIS
- Administer the ELPAC annually to all EL students during the appropriate testing window
- Hire ELD teacher to conduct designated EL

2019-20

☒ New ☐ Modified ☐ Unchanged

- Identify, assess, and instruct English Language Learners:
- Systematically collect home language survey and identify ELs upon enrollment into SIS
- Administer the ELPAC annually to all EL students during the appropriate testing window
- ELD teacher to conduct designated EL

2020-21

☒ New ☐ Modified ☐ Unchanged

- Identify, assess, and instruct English Language Learners:
- Systematically collect home language survey and identify ELs upon enrollment into SIS
- Administer the ELPAC annually to all EL students during the appropriate testing window
- ELD teacher to conduct designated EL

instruction
<ul style="list-style-type: none"> Track student progress toward meeting EL proficiency requirements

instruction
<ul style="list-style-type: none"> Form an EL committee to monitor EL progress on core courses and provide interventions three times a year.

instruction
<ul style="list-style-type: none"> Form an EL committee to monitor EL progress on core courses and provide interventions three times a year.

BUDGETED EXPENDITURES

2018-19	2019-20	2020-21
Amount	Amount	Amount
\$4,982,991	\$5,134,474	\$5,285,427
Source	Source	Source
1100	1100	1100
Budget Reference	Budget Reference	Budget Reference
Certificated Teachers	Certificated Teachers	Certificated Teachers

Action 4

2018-19	2019-20	2020-21
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged
<ul style="list-style-type: none"> Continue to build up course lists, pathways, and tracks that promote College & Career Readiness and encourage enrollment in appropriate personalized learning plan. Committee to review and approve new curriculum and courses Counselors and HST teachers meet with students to support student enrollment in appropriate track, conduct info sessions and orientations in personalized learning plans. Counselors build and monitor progress of each student's Individualized Graduation Plan (IGP) and conduct transcript audits 	<ul style="list-style-type: none"> Continue to build up course lists and pathways that promote College & Career Readiness and encourage enrollment in appropriate personalized learning plan. Committee to review and approve new curriculum and courses Counselors and HST teachers meet with students to support student enrollment in appropriate track, conduct info sessions and orientations in personalized learning plans. 	<ul style="list-style-type: none"> Continue to build up course lists, pathways, and tracks that promote College & Career Readiness and encourage enrollment in appropriate personalized learning plan. Committee to review and approve new curriculum and courses Counselors and HST teachers meet with students to support student enrollment in appropriate track, conduct info sessions and orientations in personalized learning plans.

BUDGETED EXPENDITURES

2018-19	2019-20	2020-21
Amount	Amount	Amount
\$4,982,991	\$5,134,474	\$5,285,427

Source	1100
Budget Reference	Certificated Teachers

Source	110
Budget Reference	Certificated Teachers

Source	1100
Budget Reference	Certificated Teachers

☐ New☒ Modified☐ Unchanged

Goal 3

Heartland students will graduate college and career ready in all subject areas, based on the CA State Standards.

State and/or Local Priorities Addressed by this goal:

STATE ☐ 1 ☒ 2 ☒ 3 ☐ 4 ☒ 5 ☒ 6 ☒ 7 ☒ 8

COE ☐ 9 ☐ 10

LOCAL _____

Identified Need

-Improve the number of students meeting requirements to UC/CSU and improved number of students demonstrating college readiness.

-Improve support to students struggling to meet General Education High School requirements.

-No in-house CTE courses, sequences, or programs are currently offered.

-Encourage students to take a-g, AP and/or concurrently enrollment in community college courses.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2018-19	2019-20	2020-21
Increase High School Cohort graduation rate	New high school program and baseline will be established 2018-2019 school year.			
Increase the number of pupils taking Career Technical Education sequences or programs	New high school program and baseline will be established 2018-2019 school year.			
Increase high school students on track to graduate with a-g	New high school program and			

requirements fulfilled	baseline will be established 2018-2019 school year.			
Increase the number of students participating in the SAT /ACT/ PSAT	New high school program and baseline will be established 2018-2019 school year.			
Increase the number of students taking college level courses through AP or with concurrent enrollment in community colleges	New high school program and baseline will be established 2018-2019 school year.			
Maintain 100% of high school students with 4-Year Plans created by a Guidance Counselor	New school program and baseline will be established 2018-2019 school year.			
Decrease the high school cohort dropout rate	New high school program and baseline will be established 2018-2019 school year.			
Decrease the middle school dropout rate	New action and Baseline data is pending			

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/> [Specific Student Group(s)] _____
<u>Location(s)</u>	<input checked="" type="checkbox"/> All schools	<input type="checkbox"/> Specific Schools: _____	<input type="checkbox"/> Specific Grade spans: _____

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> English Learners	<input checked="" type="checkbox"/> Foster Youth	<input checked="" type="checkbox"/> Low Income
<u>Scope of Services</u>	<input checked="" type="checkbox"/> LEA-wide	<input type="checkbox"/> Schoolwide	OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input checked="" type="checkbox"/> All schools	<input type="checkbox"/> Specific Schools: _____	<input type="checkbox"/> Specific Grade spans: _____

ACTIONS/SERVICES

Action 1

2018-19	2019-20	2020-21
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged
Implement Project Recovery for students who did not continue with Heartland the following school year to decrease the dropout rates in middle and high school	Implement Project Recovery for students who did not continue with Heartland the following school year to decrease the dropout rates in middle and high school	Implement Project Recovery for students who did not continue with Heartland the following school year to decrease the dropout rates in middle and high school

BUDGETED EXPENDITURES

2018-19	2019-20	2020-21
Amount <input type="text"/>	Amount <input type="text"/>	Amount <input type="text"/>
Source <input type="text"/>	Source <input type="text"/>	Source <input type="text"/>

Budget
Reference

No additional expenses

Budget
Reference

No additional expense

Budget
Reference

No additional expense

Action 2

2018-19

☒ New ☐ Modified ☐ Unchanged

Continue to provide all required classes for students within their selected High school course plans to ensure all students are prepared for their selected college/career pathway.

2019-20

☒ New ☐ Modified ☐ Unchanged

Continue to provide all required classes for students within their selected High school course plans to ensure all students are prepared for their selected college/career pathway.

2020-21

☒ New ☐ Modified ☐ Unchanged

Continue to provide all required classes for students within their selected High school course plans to ensure all students are prepared for their selected college/career pathway.

BUDGETED EXPENDITURES

2018-19

Amount

Source

Budget
Reference

No additional expenses

2019-20

Amount

Source

Budget
Reference

No additional expense

2020-21

Amount

Source

Budget
Reference

No additional expense

Action 3

2018-19

☒ New ☐ Modified ☐ Unchanged

Continue to provide targeted, research-based math & ELA support for struggling students.

2019-20

☒ New ☐ Modified ☐ Unchanged

Continue to provide targeted, research-based math & ELA support for struggling students.

2020-21

☒ New ☐ Modified ☐ Unchanged

Continue to provide targeted, research-based math & ELA support for struggling students.

BUDGETED EXPENDITURES

2018-19

Amount

Source

2019-20

Amount

Source

2020-21

Amount

Source

Budget
Reference

No additional expenses

Budget
Reference

No additional expense

Budget
Reference

No additional expense

Action 4

2018-19

2019-20

2020-21

☒ New ☐ Modified ☐ Unchanged

☒ New ☐ Modified ☐ Unchanged

☒ New ☐ Modified ☐ Unchanged

Continue to support and provide internal PD to administrators and teachers to ensure students are prepared for their selected college & career pathway. (i.e. CTE, CSU/UC, Community Colleges)

Continue to support and provide internal PD to administrators and teachers to ensure students are prepared for their selected college & career pathway. (i.e. CTE, CSU/UC, Community Colleges)

Continue to support and provide internal PD to administrators and teachers to ensure students are prepared for their selected college & career pathway. (i.e. CTE, CSU/UC, Community Colleges)

BUDGETED EXPENDITURES

2018-19

2019-20

2020-21

Amount \$30,000

Amount \$30,600

Amount \$31,212

Source 5804

Source 5804

Source 5804

Budget
Reference Professional Development

Budget
Reference Professional Development

Budget
Reference Professional Development

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

	<input type="checkbox"/> New <input checked="" type="checkbox"/> Modified <input type="checkbox"/> Unchanged
Goal 4	Heartland students will have access CCSS aligned instructional materials, 21st Century Learning tools and opportunities to develop and implement collaborative learning opportunities to navigate technology and communicate effectively throughout their K12 education

State and/or Local Priorities Addressed by this goal:

STATE ☐ 1 ☐ 2 ☐ 3 x 4 ☐ 5 ☐ 6 ☐ 7 x 8
 COE ☐ 9 ☐ 10
 LOCAL _____

Identified Need

Students need to be challenged as 21st Century learners to think critically and collaboratively, examine problems, gather information, and make informed, reasoned decisions while using technology.

EXPECTED ANNUAL MEASURABLE OUTCOMES

Metrics/Indicators	Baseline	2018-19	2019-20	2020-21
100% of students will have access to a computer	Baseline data will be created in 2018-19			
100% of the students will have a broad course of study through vendor and enrichment opportunities	Baseline data will be created in 2018-19			
Increased student participation in leadership opportunities such as Yearbook Committee and Student Council.	Baseline data will be created in 2018-19			

Maintain and update FAQs, policies, and program descriptions on school website as monitored by staff log.	Baseline data will be created in 2018-19			
Continue to provide access to online courses as well as textbook based courses to meet the needs of diverse learners.	Baseline data will be created in 2018-19			
Continue to provide access to online courses as well as textbook.	Baseline data will be created in 2018-19			

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action **1**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> All	<input type="checkbox"/> Students with Disabilities	<input type="checkbox"/> [Specific Student Group(s)] _____
<u>Location(s)</u>	<input checked="" type="checkbox"/> All schools	<input type="checkbox"/> Specific Schools: _____	<input type="checkbox"/> Specific Grade spans: _____

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<u>Students to be Served</u>	<input checked="" type="checkbox"/> English Learners	<input checked="" type="checkbox"/> Foster Youth	<input checked="" type="checkbox"/> Low Income
<u>Scope of Services</u>	<input checked="" type="checkbox"/> LEA-wide	<input type="checkbox"/> Schoolwide	OR <input type="checkbox"/> Limited to Unduplicated Student Group(s)
<u>Location(s)</u>	<input checked="" type="checkbox"/> All schools	<input type="checkbox"/> Specific Schools: _____	<input type="checkbox"/> Specific Grade spans: _____

ACTIONS/SERVICES

2018-19

☒ New ☐ Modified ☐ Unchanged

- Students are provided with funds to use toward broad course of study such as VAPA courses and enrichment opportunities

2019-20

☒ New ☐ Modified ☐ Unchanged

- Students are provided with funds to use toward broad course of study such as VAPA courses and enrichment opportunities

2020-21

☒ New ☐ Modified ☐ Unchanged

- Students are provided with funds to use toward broad course of study such as VAPA courses and enrichment opportunities

BUDGETED EXPENDITURES

2018-19

Amount	\$267,651
Source	4303
Budget Reference	Special Activities and fieldtrips

2019-20

Amount	\$273,004
Source	4303
Budget Reference	Special Activities and fieldtrips

2020-21

Amount	\$278,464
Source	4303
Budget Reference	Special Activities and fieldtrips

PLANNED ACTIONS / SERVICES

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 2

ACTIONS/SERVICES

2018-19	2019-20	2020-21
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged
<ul style="list-style-type: none">Collect data to ensure students have access to technology to create technology based projects or participating in programs such as coding	<ul style="list-style-type: none">Collect data to ensure students have access to technology to create technology based projects or participating in programs such as coding	<ul style="list-style-type: none">Collect data to ensure students have access to technology to create technology based projects or participating in programs such as coding

BUDGETED EXPENDITURES

2018-19	2019-20	2020-21
Amount	Amount	Amount
Source	Source	Source
Budget Reference	Budget Reference	Budget Reference
No additional expense	No additional expense	No additional expense

Action 3

ACTIONS/SERVICES

2018-19	2019-20	2020-21
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged	<input checked="" type="checkbox"/> New <input type="checkbox"/> Modified <input type="checkbox"/> Unchanged
<ul style="list-style-type: none">High school courses will include project- based learning that incorporates technology, collaboration, and student communication skills.	<ul style="list-style-type: none">High school courses will include project- based learning that incorporates technology, collaboration, and student communication skills.	<ul style="list-style-type: none">High school courses will include project- based learning that incorporates technology, collaboration, and student communication skills.

BUDGETED EXPENDITURES

2018-19

Amount

Source

Budget
Reference

No additional expense

2019-20

Amount

Source

Budget
Reference

No additional expense

2020-21

Amount

Source

Budget
Reference

No additional expense

Action **4**ACTIONS/SERVICES**2018-19**☒ New ☐ Modified ☐ Unchanged

- Increase opportunities for students to participate in leadership and academic events to develop confidences and leadership skills

2019-20☒ New ☐ Modified ☐ Unchanged

- Increase opportunities for students to participate in leadership and academic events to develop confidences and leadership skills

2020-21☒ New ☐ Modified ☐ Unchanged

- Increase opportunities for students to participate in leadership and academic events to develop confidences and leadership skills

BUDGETED EXPENDITURES**2018-19**

Amount

Source

Budget
Reference

No additional expense

2019-20

Amount

Source

Budget
Reference

No additional expense

2020-21

Amount

Source

Budget
Reference

No additional expense

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year

☐ 2017–18 ☒ 2018–19 ☐ 2019–20

Estimated Supplemental and Concentration Grant Funds:

\$375,493

Percentage to Increase or Improve Services:

5 %

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds ([see instructions](#)).

The supplemental funds will be used to support the development and implementation of support services for English Learners (EL), Foster Youth and Low-Socio-Economic students charter-wide. Heartland Charter School recognizes the unique needs of low-income students, English Learners, and foster youth. In support of our foster youth, English Learners and at-risk students, we will provide support through our parent liaison and foster-homeless youth liaison. This team will monitor the progress of the identified students, connect students to counseling as needed, and ensure that foster youth transition appropriately to independent study program environment both academically and social-emotionally.

In addition, Heartland Charter School will continue to provide Homeschool Teachers (HST) with the instructional support they need through professional development, planning, data analysis, coaching, and knowledge building for teachers. The processing and planning time needed for teachers to collaborate and plan for instruction will come through our monthly professional development with Regional Coordinators and Senior Director. HSTs work with parents at least every 20 days or more frequently as needed to support students academically and review enrichment activities students are engaged in to ensure students are receiving a broad course of study.

Target support will be provided to the subgroups. Dedicated staff members (Foster-Homeless Youth Liaison and Director of English Language Development) monitored students who were foster youth and/or English Learners to ensure they were on-track academically. In addition, Parent liaisons connected with the students and provided support in connecting with teachers to provide academic support and connect students to local social-emotional services. English learner teacher provided daily ELD for all English Learners. Students were provided opportunities to attend field trips and activities to build collaboration, language, and exposure to the arts and sciences.

HEARTLAND CHARTER SCHOOL

Special Education Local Plan Area Local Educational Agency Assurances

1. Free appropriate public education (20 *United States Code* [U.S.C.] § 1412 [a][1])

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. Full educational opportunity (20 *U.S.C.* § 1412 [a][2])

It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children.

3. Child find (20 *U.S.C.* § 1412 [a][3])

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 *U.S.C.* § 1412 [a][4])

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 *U.S.C.* § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 *U.S.C.* § 1414 (d). It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

5. Least restrictive environment (20 *U.S.C.* § 1412 [a][5])

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

6. Procedural safeguards (20 U.S.C. § 1412 [a][6])

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. Evaluation (20 U.S.C. § 1412 [a][7])

It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate.

8. Confidentiality (20 U.S.C. § 1412 [a][8])

It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act.

9. Part C to part B transition (20 U.S.C. § 1412 [a][9])

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

10. Private schools (20 U.S.C. § 1412 [a][10])

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. Local compliance assurances (20 U.S.C. § 1412 [a][11])

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

12. Interagency (20 U.S.C. § 1412 [a][12])

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

13. Governance (20 U.S.C. § 1412 [a][13])

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

14. Personnel qualifications (20 U.S.C. § 1412 [a][14])

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

15. Performance goals and indicators (20 U.S.C. § 1412 [a][15])

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. Participation in assessments (20 U.S.C. § 1412 [a][16])

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

17. Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

18. Maintenance of effort (20 U.S.C. § 1412 [a][18])

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

19. Public participation (20 U.S.C. § 1412 [a][19])

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. Rule of construction (20 U.S.C. § 1412 [a][20])

(Federal requirement for state educational agency only)

21. State advisory panel (20 U.S.C. § 1412 [a][21])

(Federal requirement for state educational agency only)

22. Suspension and expulsion (20 U.S.C. § 1412 [a][22])

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

23. Access to instructional materials (20 U.S.C. § 1412 [a][23])

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])

It shall be the policy of this LEA to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities.

25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])

(Federal requirement for state educational agency only)

27. Data (20 U.S.C. § 1418 [a–d])

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. Charter schools (California *Education Code* 56207.5 [a–c])

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.

In accordance with federal and state laws and regulations, **Heartland Charter School** certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 *U.S.C.* 1400 et seq., and implementing regulations under 34 *Code of Federal Regulations*, Parts 300 and 303, 29 *U.S.C.* 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the *California Code of Regulations*.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this _____ day of _____, 20_____.

Yeas: _____ Nays: _____

Signed: _____

Title: _____

Signed: _____

Title: _____

The Charter School Documents Policy

Heartland Charter School recognizes the importance of securing and retaining the Charter School's documents. The Executive Director or designee shall ensure that the Charter School's records are developed, maintained, and disposed of in accordance with law and Board policy.

The purpose of the Heartland Charter School Governing Board approving this Charter School Documents Policy is to accomplish the following:

1. Establish the Management of Business and Non-Instructional Operations Documents
2. Identify the Procedures during a Breach of Security
3. Identify the Procedures for The Safe at Home Program

- 1. Management of Business and Non-Instructional Operations Documents:** The Executive Director or designee shall consult with the Charter School legal counsel, site administrators, the Charter School information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of the Charter School documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

The Executive Director or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

The Executive Director or designee shall ensure that employees receive information about the Charter School's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

- 2. Breach of Security:** If the Charter School discovers or is notified that a breach of security of the Charter School records containing unencrypted personal information has occurred, the Executive Director or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Executive Director or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

- 3. Safe at Home Program:** The Charter School's public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish the Charter School residency requirements for enrollment and for school emergency purposes.

Heartland 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.”

Access to The Charter School Documents Policy

Heartland Charter School recognizes the right of citizens to have access to public records of the Charter School. The Board intends the Charter School to provide any person reasonable access to the public records of the Charter School during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

The purpose of the Heartland Charter School Governing Board approving this Access to the Charter School Documents Policy is to accomplish the following:

1. Establish the Procedures for Responding to a Public Records Act
 2. Establish the Ability to Charge for the Cost of Copies
 3. Identify How to Maintain Security of the Charter School's Documents
-
1. **Public Records Act:** In response to a public records request, the Executive Director or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through the Charter School's-provided device or account or through an employee's or Board member's personal device or account.
 2. **Charging for the Cost of Copies:** The Charter School may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Executive Director or designee and as specified in administrative regulation.
 3. **Security of The Charter School's Documents:** In order to help maintain the security of the Charter School's records, members of the public granted access shall examine records in the presence of a charter school staff member.

Heartland Charter School's Personalized Learning Creed:

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

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

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

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

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

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

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

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

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

Heartland 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.”

Homeless Education Policy

Heartland Charter School is committed to ensuring that homeless students are provided equal access to the same free, appropriate public education provided to other children and youth. Homeless students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Homeless students will not be stigmatized or segregated in a separate school or program based on the student's status as homeless.

The purpose of the Heartland Charter School Governing Board approving this Homeless Education Policy is to accomplish the following:

1. Define Homeless Children and Youth
2. Identify the Homeless Liaison's Responsibilities
3. Explain the Requirements for Enrollment of Homeless Children and Youth
4. Identify Enrollment Disputes and the Dispute Resolution Process
5. Define Comparable Education Services for Homeless Children and Youth

1. Definitions:

- ***Homeless children and youths*** means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youths:
 - Who are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; are living in motels, hotels, trailer parks (not including mobile home parks), or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - Who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
 - Who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
 - Who are migratory children who qualify as homeless for purposes of this part because the children are living in circumstances described above.
- ***Unaccompanied youth*** includes a youth not in the physical custody of a parent or guardian.
- ***The Charter School is the school of origin*** when the student attended the Charter School when permanently housed or was last enrolled when the student became homeless. The Charter School will not be considered the school of origin when it is contrary to the wishes of a student's parent(s) or guardian(s), or is not in the best interest of the student.

In determining the best interest of the child or youth, the School shall:

- Presume that keeping the child or youth in the school of origin is in the best interest of the child or youth, less it is contrary to the request of the child's or youth's parent or guardian, or unaccompanied youth;
- Consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or unaccompanied youth;
- If, after conducting the best interest determination based on consideration of the presumption identified above and the student-centered factors identified above, the School determines that it is not in the child's or youth's best interest to attend the School, the School shall provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal; and
- In the case of an unaccompanied youth, ensure that the School liaison assists in placement or enrollment decisions, gives priority to the views of such unaccompanied youth and provides notice to such youth of the right to appeal.

A child or youth or unaccompanied youth shall be considered homeless for as long as he/she is in a living situation described above.

2. Homeless Liaison Responsibilities: The Charter School's homeless liaison is required to do all of the following:

- Ensure that homeless children and youths are identified by school personnel through outreach and coordination activities with other entities and agencies;
- Ensure that homeless children and youth enroll in, and have a full and equal opportunity to succeed in the School;
- Ensure that homeless children and youths have access to and receive educational services for which such families, children, and youth are eligible, including referrals to health care services, dental services, mental health and substance abuse services, housing services and other appropriate services;
- Ensure that the parents or guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- Ensure that enrollment disputes are mediated in accordance with the dispute resolution process outlined below;
- Ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents or guardians, including schools, shelters, public libraries and soup kitchens, in a manner and form understandable to the parents and guardians of homeless children and youths, and unaccompanied youths;

- Ensure that school personnel providing services participate in professional development and other technical support as determined appropriate by the State Coordinator;
- Ensure that unaccompanied youths 1) are enrolled in school; 2) have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth, including implementation of procedures to identify and remove barriers that prevent youths from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school; and 3) are informed of their status as independent students and that the youths may obtain assistance from the liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid.

- 3. Enrollment:** All homeless students are required to follow the school's process for enrolling students, including filling out and submitting the school's enrollment packet on time. As with all students, enrollment depends upon availability. In the event of an oversubscription in a grade, homeless students will participate in the lottery as with any other student.

If the homeless student seeking to enroll is unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency or other documentation, this will not serve as a basis for non-enrollment. Provided that the enrollment process has been followed in all other respects, a homeless student will be enrolled in the School despite the missing paperwork. Upon enrollment, the School will contact the school last attended by the students to obtain relevant academic and other records.

If the student needs to obtain immunizations, or immunization or medical records, the School will immediately refer the parent or guardian of the student, or the unaccompanied youth, to the Homeless Liaison, who shall assist in obtaining necessary immunizations, or immunization or medical records.

- 4. Enrollment Disputes and the Dispute Resolution Process:** If a dispute arises over enrollment in the Charter School of a homeless student, the student will be immediately enrolled to the Charter School in which enrollment is sought, pending resolution of the dispute. "Enrolled" means attending classes and participating fully in school activities.

The Charter School will refer the student and/or his/her parents or guardians to the Homeless Liaison, who will carry out the dispute resolution in accordance with the process set forth below, as expeditiously as possible after receiving notice of the dispute. In the case of an unaccompanied youth, the Homeless Liaison will ensure that the youth is immediately enrolled in school pending resolution of the dispute.

Parents, guardians and unaccompanied youth may provide written or oral documentation to support their positions about enrollment and may seek assistance of social services, advocates, and/or service providers in the dispute process.

The Charter School will provide the parent or guardian of the student with a written explanation of the Charter School's decision regarding enrollment, including the rights of the parent, guardian or unaccompanied youth's appeal the decision. The written explanation will be complete, as brief as possible, simply stated and provided in a language that the parent, guardian or unaccompanied youth

can understand.

If the dispute remains unresolved at the Charter School level or is appealed, then the Charter School Homeless Liaison will forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE). The COE's homeless liaison will review these materials and determine the school selection or enrollment decision within five (5) working days of receipt of the materials. The COE homeless liaison will notify the Charter School and parent/guardian/unaccompanied youth of the decision.

If the dispute remains unresolved at the COE level or is appealed to the State, then the COE homeless liaison will forward all written documentation and related paperwork to the State Homeless Coordinator. Upon review, the CDE will notify the parent/guardian/unaccompanied youth of the decision relating enrollment in the Charter School within ten working days of receipt of the materials.

5. Comparable Education Services: Each homeless student will be provided access to services comparable to services offered to other students in the Charter School, including but not limited to the following:

- Educational services for which the homeless student meets federal, state and local program eligibility criteria
- Programs in career and technical education

*This policy was adapted from the Charter School Development Center- Homeless Youth Policy.

Heartland Charter School's Personalized Learning Creed:

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Information Technology Department

Policies and Procedures

Overview

This document serves as a rulebook and roadmap for successfully and properly utilizing the technology resources at Heartland Charter School (HCS). You, the employee, should always take careful consideration to verify that all actions fall within the authorized parameters for access, utilization, distribution, and modification of HCS's technology resources set forth within this document.

Any misuse, misappropriation, negligence, or deliberate disobedience concerning these policies and procedures will not be tolerated. It is up to each individual employee and affiliate of HCS to familiarize him/herself with the policies and procedures set forth prior to signing the agreement form associated to these policies and procedures.

It is the purpose of the HCS Information Technology Department (ITD) to provide these policies and procedures in order to address potential situations and to provide steps to take during these situations. However, not all situations can ever be addressed so it is up to each individual employee and affiliate to use these policies and procedures as an example of what action to take.

The HCS Information Technology Department does encourage all HCS employees and associates to err on the side of caution should a difficult situation present itself. Please contact the ITD if you require further assistance or have any questions.

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Acceptable Use of Information Technology Resources

Overview

Heartland Charter School Acceptable Use of Information Technology Resources policy (AUP) provides for access to information technology (IT) resources and communications networks within a culture of openness, trust, and integrity. In addition, Heartland Charter School (HCS) is committed to protecting itself and its students, faculty, and staff from unethical, illegal, or damaging actions by individuals using these systems.

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

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

DEFINITIONS:

1. **HCS or School or Organization or We** - Heartland Charter School and its subsidiaries, programs, and divisions
2. **ITD** - Heartland Charter School Information Technology Department
3. **You or Your or I** - employee of HCS and or signer of this Acceptable Use of Technology Policy
4. **Resources** - devices, systems, services or networks owned, operated or issued by HCS
5. **User** - any person(s) accessing or utilizing HCS resources that is not a resource operator
6. **AUP** - INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

Purpose

The purpose of this policy is to outline the ethical and acceptable use of information systems at Heartland Charter School. These rules are in place to protect students, faculty, and staff; i.e., to ensure that members of the Heartland Charter School community have access to reliable, current IT resources that are safe from unauthorized or malicious use.

Insecure practices and malicious acts expose Heartland Charter School and individual students, faculty, and staff to risks including virus attacks, compromise of network systems and services, and loss of data or confidential information. Security breaches could result in legal action for individuals or the school. In addition, security breaches damage the schools reputation and could result in loss of services. Other misuses, such as excessive use by an individual, can substantially diminish resources available for other users.

Scope

This outline is an integral part of IT security policies and applies to faculty, staff, and students as well as any other individuals or entities who use information and IT resources at Heartland Charter School. This policy applies to all IT resources owned or leased by Heartland Charter School and to any privately owned equipment connected to the schools network and includes, but is not limited to, computer equipment, software, operating systems, storage media, and the Internet.

Securing and protecting these significant and costly resources from misuse or malicious activity is the responsibility of those who manage systems as well as those who use them. Effective security is a team effort involving the participation and support of every member of the HCS community who accesses and uses IT resources. Therefore, every user of Heartland Charter School IT resources is required to know the policies and to conduct their activities within the scope of the AUP, and the **Policies, Standards, and Guidelines for IT Security** (see Resources below). Failure to comply with this policy may result in disciplinary action.

Acceptable Use Policy

Unless otherwise specified in this policy or other HCS policies, use of school information technology resources is restricted to purposes related to the school's mission. Eligible individuals are provided access in order to support their job duties as employees, official business with the school, and other school-sanctioned activities. Individuals may not share with or transfer to others their user accounts including passwords, or other access codes that allow them to gain access to HCS Information Technology resources. The protection and privacy of our students and staff information is the highest priority and each staff member is expected to enact safe privacy measures according to current state and federal laws. Violation of this could result in disciplinary action or termination.

Other administrative units have considerable latitude in developing complementary technology use policies and procedures, as long as they are consistent with this policy and any other applicable technology use policies of the school. For more information about developing technology policies and procedures, please contact the Information Technology Department (ITD).

Incidental personal use of information technology resources must adhere to all applicable school policies. Under no circumstances may incidental personal use involve violations of the law, interfere with the fulfillment of an employee's school responsibilities, or adversely impact or conflict with activities supporting the mission of the school.

Users are prohibited from engaging in any activity that is illegal under local, state, federal, or international law or in violation of school policy. The categories and lists below are by no means exhaustive, but attempt to provide a framework for activities that fall into the category of acceptable/unacceptable use.

IT Resources include but are not limited to:

- Computers
 - Desktop Computers (if applicable), Mobile Devices, Laptops, etc.
- Network Equipment
 - Routers, Network and Communication Cabling, VoIP Phones, HotSpots, Cradlepoints, etc.
- Audio/Video Equipment
 - Projectors, Cameras, Copiers/Printers, Fax Machines, Security Cameras, TVs, etc
- Software
 - Operating Systems, Application Software

- Resources
 - Group Drive File Storage, Website File Storage, Email Accounts, Social Networking Accounts, etc.

The following activities provide a general roadmap to use HCS's technology resources in an acceptable manner:

1. You agree to, learn about and comply with all information outlined in this AUP document
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:
 - Never leaving items unattended
 - Never lending, giving or releasing items to a person other than an employee of the ITD
 - Never removing protective accessories or features (e.g. cases, bumpers)
 - Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
3. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
4. You are expected to make a reasonable effort to protect your passwords, private information and data.
5. Employees must use extreme caution when opening email attachments received from unknown senders
6. All users should lock the workstation when unattended
7. Upon termination of employment, all technology must be returned immediately on your final day. If any attempt to collect the items have failed, all matters will be handled by local law enforcement.
For more information, please contact the HCS Information Technology Department.

Unacceptable Use

Excessive Non-Priority Use of Computing Resources

Priority for the use of IT resources is given to activities related to the school's missions of teaching, learning, research, and outreach. HCS computer and resources are limited in capacity and are in high demand. To conserve IT resource capacity for all users, individuals should exercise restraint when utilizing computing and system resources. Individual users may be required to stop non-priority use of IT resources, such as recreational activities and non-academic, non-business services.

Unacceptable system and network activities include:

Engaging in or effecting security breaches or malicious use of system communication including, but not limited to:

1. Obtaining configuration information about a network or system for which the user does not have administrative responsibility.
- 2.

Unauthorized Use of HCS Property

Users are responsible for complying with all applicable laws and regulations regarding the dissemination and protection of data and information that is confidential, particularly with regards to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Children's Internet Protection Act (CIPA) , and any other applicable state and federal legislation dealing with information privacy. Violations include, but are not limited to:

1. Except as provided by fair use principles, engaging in unauthorized copying, distribution, display, or publication of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources; copyrighted music or video; and the installation of any copyrighted software without an appropriate license.
2. Using, displaying, or publishing licensed trademarks, including Heartland Charter School's trademarks, without license or authorization or using them in a manner inconsistent with any terms of authorization.
3. Exporting software, technical information, encryption software, or technology in violation of international or regional export control laws.

Inappropriate or malicious use of IT systems includes:

1. Setting up file sharing in which protected intellectual property is illegally shared.
2. Intentionally introducing malicious programs into the system or server (e.g., viruses, worms, Trojan horses, email bombs, etc.).
3. Inappropriate use or sharing of school-authorized IT privileges or resources.
4. Changing another user's password, access, or authorizations.
5. Using an Heartland Charter School computing asset to actively engage in displaying, or transmitting material that is in violation of sexual harassment policy or laws, hostile workplace laws, or other illegal activity.
6. Using an Heartland Charter School computing asset for any private purpose or for personal gain.

Misuse of Electronic Communications

Electronic communications are essential in carrying out the activities of the school and for individual communication among staff, faculty, students, and their correspondents. Individuals are required to know and comply with the school's policy on **Mass Email and Effective Electronic Communication** (see Resources below).

Key **prohibitions** include:

1. Sending unsolicited messages, including "junk mail" or other advertising material, to individuals who did not specifically request such material, except as approved under the policy on Mass Email and Effective Electronic Communication.
2. Engaging in harassment via electronic communications whether through language, frequency, or size of messages.
3. Masquerading as someone else by using their email or internet address or electronic signature.
4. Soliciting email from any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters" or solicitations for business schemes.
6. Using email originating from Heartland Charter School's provided accounts for commercial use or personal gain.

Enforcement

The Acceptable Use of Information Technology Resources policy is enforced through the following mechanisms. Any user who discovers unauthorized access attempts or other improper usage of Heartland Charter School technology should report the infraction to the Information Technology Department, or other appropriate administrators. Management personnel are responsible for ensuring employees are aware of and trained in the provisions of this policy.

Interim Measures

The school may temporarily disable service to an individual or a computing device, when an apparent misuse of school computing facilities or systems has occurred, and the misuse:

1. Is a violation of criminal law
2. Has the potential to cause significant damage to or interference with school facilities or services
3. May cause significant damage to another person
4. May result in liability to the school

An attempt will be made to contact the person responsible for the account or equipment prior to disabling service unless law enforcement authorities forbid it or Information Technology staff determine that immediate action is necessary to preserve the integrity of the school network. In any case, the user shall be informed as soon as possible so that they may present reasons in writing why their use is not a violation or that they have authorization for the use.

Suspension of Services and Other Action

Users may be issued warnings, may be required to agree to conditions of continued service, or may have their privileges suspended or denied if:

- After hearing the user's explanation of the alleged violation, an IT administrator has made a determination that the user has engaged in a violation of this code, or
- An employee disciplinary body has determined that the user has engaged in a violation of the code.

Password Policies and Procedures

Overview




Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of Heartland Charter School's entire network. As such, all employees (including contractors and vendors with access to Heartland Charter School network) are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords. The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any HCS facility, has access to the HCS database, or stores any non-public information pertaining to HCS. **The Password Protection Standards** below also apply to the use of family accounts and should always be handled with care and common sense.

Standards


A. General Password Construction Guidelines

Passwords are used for various purposes at Heartland Charter School. Some of the more common uses include: user-level accounts, web accounts, email accounts, screensaver protection, voicemail password, and local router logins. Everyone should be aware of how to select strong passwords.

1. Poor, unacceptable passwords have the following characteristics:

-  The password contains fewer than ten characters
-  The password is a word found in a dictionary (English or foreign)
-  The password is a common usage word such as:
 - Names of family, pets, friends, coworkers, fantasy characters, etc.
 - Computer terms and names, commands, sites, companies, hardware, software
 - Acronyms for the agency or city.
 - Birthdays and other personal information such as addresses and phone numbers
 - Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
 - Any of the above spelled backwards
 - Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

2. Strong (acceptable) passwords have the following characteristics:

-  Contain both upper and lowercase characters (e.g., a-z, AZ)

- ✓ Have digits and punctuation characters as well as letters (e.g., 0-9, !@#\$%^&*()_+|~-=\`{}[]:”;í<>?.,/)
- ✓ Are at least ten alphanumeric characters long
- ✓ Are not based on personal information, names of family, etc.
- ✓ Try to create passwords that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase might be: ?This May Be One Way To Remember? and the password could be: ?TmB1w2R!? or ?Tmb1W> r~? or some other variation.

NOTE: Do not use either of these examples as passwords!

B. Password Protection Standards

Do not use the same password for Heartland Charter School accounts as for other non Heartland Charter School access (e.g., personal ISP account, personal email accounts, etc.).

Here is a list of "don'ts":

- ✗ Don't reveal a password over the phone to ANYONE.
- ✗ Don't reveal a password in an e-mail message.
- ✗ Don't talk about a password in front of others.
- ✗ Don't hint at the format of a password (e.g., “my family name”).
- ✗ Don't reveal a password on questionnaires or security forms.
- ✗ Don't share a password with family members.
- ✗ Don't reveal a password to co-workers while on vacation.
- ✗ Don't write a password in an obvious place that is accessible to others.

Do not share passwords with anyone, including passwords associated to ANY student accounts. All passwords are to be treated as sensitive, confidential HCS information. If a password is requested by a parent or student, simply forward them an associated link to reset their password. We are not responsible for creating passwords for end-users.

Internet and Email Policy

Overview

Voice mail, email, and internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting Heartland Charter School business. Most job responsibilities at HCS require access to the internet and the use of software. Only people appropriately authorized, for HCS purposes, may use the internet to access and download additional software.

This authorization is generally exclusive to decisions that the ITD makes in conjunction with the need to perform your job duties and any request made from managers or directors.

Software Access

Software needed, in addition to the Google products, must be authorized by your manager and downloaded by the ITD staff. If you need access to software or websites, please talk with your manager and consult with the ITD to explain what you expect to receive from the product.

All reasonable requests that are not considered a security risk will be considered for you and other employees.

Internet Usage

Internet use on Heartland Charter School time, using HCS-owned devices that are connected to the schools network, is authorized to conduct school business only. Internet use brings the possibility of breaches of the security of confidential information. Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside of HCS, potential access to HCS passwords and other confidential information.

Removing such programs from the network requires IT staff to invest time and attention that is better devoted to making technological progress. For this reason, and to assure the use of work time appropriately for work, we ask staff members to limit internet use.

Additionally, under no circumstances may HCS owned computers or other electronic equipment, including devices owned by the employee, be used on HCS time at work to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

Social Media

We understand that part of what you do in social media is outreach that recruits new employees and enhances our school brand. Many employees have social media responsibilities in their job description including the social media marketers, tech support, and recruiters.

We strongly encourage you to limit the use of social media to work-related content and outreach during work hours. Additionally, you are prohibited from sharing any confidential or protected information that belongs to or is about HCS. You are strongly encouraged not to share disparaging information that places HCS or coworkers in an unfavorable light.

The school's reputation and brand should be protected by all employees. The lives and actions of your coworkers should never be shared online. Please note the confidentiality of all students should be kept at all times.

There are great advantages to the use of social media and disadvantages; those include but are not limited to:

- The overuse and availability of bandwidth to all employees
- Malware and network hijack
- Decrease in work productivity
-

In social media participation from work devices or during working hours, social media content that discriminates against any protected classification including age, race, color, religion, gender, national origin, disability, or genetic information is prohibited. It is HCS's policy to also recognize sexual preference as qualifying for discrimination protection. Any employee, who participates in social media, who violates this policy, will be dealt with according to the HCS harassment policy.

Email Usage at HCS

Email is to be used for HCS business only. HCS confidential information must not be shared outside of the school, without authorization, at any time. You are also not to conduct personal business using HCS computers or emails.

Please keep this in mind, also, as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste time and attention.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our sexual harassment policy. Immediate termination is the most frequent disciplinary action. ***Please keep all email messaging appropriate and professional when communicating with co-workers and families.***

Mass Email and Effective Electronic Communication

All electronic communications are expected to comply with federal and state laws, as well as school regulations and policies.

Permission to mail to a group is not needed if you are the authorized sender for the group or are conducting normal school business. Before using a list that someone else owns, you must ask permission to use it. Access to a list does not necessarily imply permission to use.

If you wish to do a large mailing to a group you must get approval from a manager.

Mass Email Checklist

Before you send a large-scale mailing, you should ensure you can answer "yes" to each of the following questions:

- Is email the best or appropriate method to get information to your intended audience?
- Is the message relevant to the school's core missions?
- Have you included in the content of the message:
 - A "From:" address where replies will be received
 - The office, organization, or individual sending the message
 - Contact information if there is a question, comment, or complaint about the message
 - An explanation of why the recipient is receiving the message
 - Required information presented
 - Pointers to our website or elsewhere for additional information
- Do you have authorization to use the mailing list?
- If your mailing will go to more than 1,000 recipients, do you have approval to do a mass mailing to your intended audience?

Please note that Gmail has strict sending limits when sending bulk mail. Contact your ITD for more information about these limitations.

Employee Email

Keep in mind that HCS owns any communication sent via email or that is stored on HCS equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored on work devices.

Emails That Discriminate

Any email content that discriminates against any protected classification including age, race, color, religion, sex, national origin, disability, or genetic information is prohibited. Any employee who sends an email that violates this policy will be dealt with according to the harassment policy. Threatening or offensive emails are prohibited at Heartland Charter School.

Phishing Emails are SCAMS

Phishing is a type of attack carried out in order to steal usernames, passwords, credit card information, Social Security Numbers, and other sensitive data by masquerading as a trustworthy entity. Phishing is most often seen in the form of malicious emails pretending to be from credible sources. We ask that you do your due diligence to ensure the email is safe and coming from a reputable source. No institution, bank or otherwise, will ever ask for private information via email. It may not always be easy to tell whether an email or website is legitimate, but there are many ways to help:

- In the body of an email, you might see questions asking you to “verify” or “update your account” or “failure to update your records will result in account suspension.” It is usually safe to assume that no credible organization will ever ask you to re-enter it, so do not fall for this trap.

- Any email that asks for your personal or sensitive information should be seriously scoured and not trusted. Even if the email has official logos or text or even links to a legitimate website, it could easily be fraudulent. **Never give out your personal information.**
- Do not respond to warning messages claiming you have a virus or have been hacked
- Check the email address - ask yourself: “does it come from someone you know, are you expecting an email from that source, does it match or legitimize the organization it is tied to”
- Hover over the link, don’t click it. (Look at the bottom left corner of your monitor to reveal the URL)
- Never forward emails that aren’t work related. Emails with advertisements and/or suggestions to forward to someone else are usually a trap and could introduce viruses to all users

If you suspect any malicious activity, please contact the ITD immediately.

Staff Equipment Policy

Overview (Pending review)

HCS attempts to provide sufficient equipment to allow employees to manage their duties efficiently. Equipment is usually assigned and issued immediately upon hire for all new employees. All new devices require a minimum of 1-3 weeks for delivery and configuration, therefore management is advised to notify the ITD immediately upon hiring a new staff member.

This document provides Heartland Charter School (HCS) policy requirements to assure appropriate and equitable issuance to faculty and staff of basic computer technology equipment. This policy guides faculty and staff concerning utilization and support of computer and peripheral needs and basic network access, as well as personal responsibilities of the employee and supervisor.

New Hire Details - When welcoming a new employee on board, it is required that management send the Information Technology Department (ITD) with the following details:

- The employees full name
- Supervisor or manager
- Address (only necessary for staff that work off-site)

- Title of position (please include department)
- Start Date
- Equipment needed (only if they require additional equipment)
- E-mail address you'd like to assign

Standard devices and equipment offered to all employees include, but are not limited to:

1. HP Elitebook 15.6 - a fast 15.6 laptop which usually includes touchscreen
2. Brother MFC-J985DW - wireless printer/scanner/fax machine
3. 1 or 2 displays, keyboard, mouse, and dock (offered to office staff ONLY)
4. Office phone (offered to office staff ONLY)

Please note, all request should have prior approval from a manager and be made by submitting a ticket via helpdesk: tech-stafforders@inspireschools.org. For detailed instructions on placing orders, please see the Technology Ordering Policy. **All devices are subject to change without notice.*

HCS Owned Equipment

Any device or computer including, but not limited to, desk phones, smartphones, tablets, laptops, desktop computers, and iPads that HCS provides for your use, should only be used for school business. Keep in mind that HCS owns the devices and the information in these devices. If you leave the school for any reason, HCS will require that you return the equipment on your last day of work.

You may use personal electronic devices that are **not** connected to the HCS network to access any appropriate internet site during breaks and lunch.

Staff Use of Equipment/Materials

The equipment at HCS is for the benefit of staff and student instruction. The care of all devices is the responsibility of each staff member. If at any time there is an issue with a computing device, please contact the ITD for more instructions. Employees may use equipment for non-instructional and not-for-profit use, subject to the following conditions:

1. If school owned equipment is to be removed from it's assigned location, prior approval must be given by management.
2. The employee is responsible for the cost of repairing any damaged and lost item while in the employees possession. Please immediately contact your manager and the ITD with any reports of loss or damage.
3. In no circumstance may equipment be used for private or personal business ventures, only school business.
4. Upon departure from HCS all staff are asked to return their items on the last day. If all attempts to collect a device is unsuccessful, the matter will be handed over to local law enforcement.

Pre-Purchase Review Requirements

To ensure sound purchasing, supportability, appropriate pricing and assure security of the school's resources, the purchase of all HCS technology equipment and software, regardless of the source of funds, shall be approved by the ITD prior to purchase. If there is an item that is "out of the ordinary," prior approval from a manager must be given.

*Please note, the school has a large list of vendors or suppliers that support our organizational needs, therefore the lead time for items purchased through these vendors may vary.

Software

The school considers software piracy a serious offense. HCS abides by legal requirements for licensing software. Only licensed software will be installed on school owned equipment. The Information Technology Department will be responsible for purchasing licenses for applications that are appropriate and included as part of the standard configuration.

We strongly discourage the purchase of licensing for individual and small groups, unless this is apart of your job duties. The Information Technology staff will not be liable for licensing issues when software isn't in accordance with use for school related business and didn't have prior authorization of purchase. Licensing purchases that have not been approved by management may be classified as a personal purchase and may not be reimbursed, this also applies to hardware. In order to provide a software recovery mechanism for individuals and small groups, each department is required to maintain the licensing documentation and original media of software purchases.

Software purchased through the school shall not be installed on personally owned computers without approval.

Security

Providing technology to all staff and students opens up to a certain amount of threats and malicious activity. It is the responsibility of HCS to insure that we're compliant with local, state and federal laws prohibiting the unfair use and distribution of confidential information. Every member of the HCS community is responsible for protecting the security of school information and information systems by adhering to the objectives and requirements stated within all HCS policies. If multiple policy statements or security standards are relevant for a specific situation, the most restrictive security standards will apply.

Failure to comply with established policies and practices may result in loss of computing privileges and/or disciplinary action.

Replacement Cycle and Redeployment

Where possible every opportunity to reuse or find new uses for retired computers will be explored before equipment is retired. Redeployment and/or replacement is at the discretion of the department manager and ITD. All employees are asked to contact their manager prior to requesting a replacement device from the Information Technology Department.

Disposal of Equipment

The HCS ITD is solely responsible for the sale and disposal of all computing equipment and peripheral storage devices when they are deemed surplus. No department or individual may arrange for the sale or collect money for school owned equipment, computers, furniture, or other supplies/materials purchased

with school funds, regardless of the source of funds. Departmental personnel may not gift or donate equipment, computers, cell phones, furniture, or other items without HCS approval. School owned equipment, computers, laptops, tablets, cell phones, furniture, and materials may not be removed from the school, converted to personal property, or retained for personal use when deemed excess.

Equipment Configuration Policy

Overview

This policy has been established to create a standard configuration for all technology resources at HCS. Because of the variances between the types, makes, models, configurations, builds, versions, and brands of technology resources available, it is necessary to standardize all technology resources to make service and maintenance easier and also to help keep costs down.

Policy

All employees shall order and utilize equipment that is serviceable and recommended by the HCS IT Department. Since equipment availability changes over time, especially when referring to technology, a comprehensive list indicating appropriate hardware would be almost impossible to create. Because of this, any individual or department wishing to purchase technology equipment should first consult a HCS ITD staff member for current specifications for any given piece of equipment.

This applies to any and all technology equipment including, but not limited to:

- Computers (Servers, Desktop, Laptop, Tablets and Mobile Devices, etc.)
- HDTVs, Printers, scanners, copiers, fax machines, or all-in-one devices
- Projectors, and screens
- VoIP phones
- Digital cameras and camcorders
- Software (Application, Operating System, Network-Based, etc.)

8x8 Virtual Office Phone System

What is Virtual Office?

Virtual Office is a secure, cloud-based service that integrates voice, messaging, and meetings all in one place. You can use your virtual office with a traditional desk phone or a computer based softphone application. Providing this software makes it easy and fun to receive and place calls. If you'd like more instructions on how to use 8x8 Virtual Office, please contact your Information Technology Department for more details and instructions.

*Do not provide your internal phone number or extension to the public, always use your external number and/or call queue extension.

Student Equipment Policy

Overview

Use of technology is a privilege extended to students in order to enhance learning and exchange information. The use of available hardware and software (including both external and internal resources) is for the purpose of facilitating the best learning experience. All students and families are required to comply with the Information Technology Acceptable Use Policy and any accompanying protocols.

Student Use of Equipment/Materials

The care of all equipment is the responsibility of each student/parent. If at any time there is an issue with a computing device, please contact the ITD for more instructions. Access to HCS technology, resources, and support is a privilege which offers a wealth of educational benefits. To maintain these privileges, all users must agree to, learn about, and comply with all information within this AUP document. Staff member's are required to know and understand policies related to student/parent usage of HCS devices.

1. Students are never allowed to leave a device unattended
2. Never lend out or transfer device's to other HCS students unless given permission
3. Keep all items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and keep away from conditions that would promote damage beyond normal wear and tear.
4. You are obligated to notify ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event ITD has not contacted you to do so.
5. The parent/guardian is expected to monitor and supervise device usage when their child is on the internet
6. All damages are to be immediately reported to the ITD

All parents are given a copy of the Acceptable Use Policy in addition to any support documents and policies.

Standard devices and equipment offered to all students include, but are not limited to:

1. HP 255 G6 - 15.6 inch laptop or Macbook Air 13 inch
2. Apple iMac 21 inch desktop
3. Amazon Fire Tablets and Ipads (versions may vary)
4. HP Officejet or Brother printers

**All available devices are subject to change without notice.*

Equipment Transfer

We do not allow students to transfer their devices to someone else, even those students that are currently enrolled in HCS without first contacting the Information Technology Department. There are times when exceptions can be made, depending on the circumstances. For instance, devices can be transferred within the same family from one sibling to another, however we must be informed of this transfer so all related records can be updated. If there are other circumstances, the device must be sent back to us so we can properly re-assign, image, refurbish, wipe/clear all personal information and user-installed software.

Damage Caused by Carelessness

Much of the damage that occurs is the result of student carelessness. Damage caused by carelessness is not considered “Accidental Damage.” Tablet and accessory damage resulting from carelessness will be assessed. Examples of student carelessness would be: iPad (pens) that are noticeably damaged, latches that hold the lid closed being pulled out of the computer case, sticky devices from liquid spills, broken LCD screens that result from shutting the lid with objects still in the keyboard, and the continual loss of keys from the keyboard. When asked how the damage occurred, the answer “I don’t know”, or “it was fine when I put it in my bag” will be considered damage caused by carelessness. *Habitual damage is considered abuse of school property.*

Individual school laptop computers and accessories must be returned to HCS at the end of each school year. Students who graduate early, are suspended or expelled, or terminate enrollment at HCS for any other reason must return their individual school technology on the date of termination or no later than 30 days after termination. Failure to return the computer will result in a theft report being filed with the local law enforcement. The student will also pay the replacement cost of the computer, or, if applicable, any insurance deductible.

Furthermore, the student will be responsible for any damage to the computer, consistent with the Acceptable Use Policy and must return the computer and accessories to the HCS Technology Department in satisfactory condition. The student may be charged a fee for any needed repairs not to exceed the replacement cost of the device.

Multiple Device Replacements

It is HCS policy to replace devices if there is a reasonable cause. Any technology purchased with the use of Instruction Funds is considered the property of Heartland Charter School. It is the parents responsibility to see that reasonable care is always taken when any item is loaned to a student. Therefore HCS prohibits loaning any equipment more than 3 times during a school year per student. If a student damages an item and request for a replacement more than the allotted privileges, those consecutive occurrences will be considered abuse of school property and no device will be given out to that family/student for the remaining year. Excessive abuse of school property will lead to penalties placed on the students records and further investigation.

Technology Orders

Overview

Technology is an important part of our learning environment and making sure we have those resources available is extremely important to the success of Heartland Charter School. A reasonable attempt shall be made at all times to address the needs of our students and employees, particularly when those needs are due to an accessibility issue presented by a physical impairment or learning disability of some kind. The

HCS IT Department shall make every effort to ensure that each and every student and or staff is presented with an equal or comparable environment regardless of the hurdle they may face.

Policy

This policy establishes the ordering guidelines for all HCS-owned technology resources. The purpose of this policy is to ensure that every HCS student is presented with an equal opportunity to learn and that all employees can adequately use the required technology equipment for the purpose of their required occupation. There are state regulated requirements that must be met where any physical and/or learning impairment exists for any student or work limitation exists for any employee. Please refer to Work Limitations guideline to determine if there are any reasonable accommodations that must be met. Please note that, the ITD is prohibited from making orders for “out of the ordinary” items for Special Education (SPED) students. If you require assistance with a SPED order, please contact your local Director.

Types of accessibility requirements include, but are not limited to, the following applications or devices.

- Screen reading software
- Stereo headsets or other sound devices
- Touchscreen laptops

Work Limitations/Reasonable Accommodations

The California Fair Employment and Housing Act requires that employers of five or more employees to provide reasonable accommodations for individuals with a physical or mental disability to apply for jobs and perform their essential job duties, unless it would cause an undue hardship. Reasonable accommodations include, but not limited to:

1. Changing job duties
2. Providing leave for medical care
3. Changing work schedules
4. Relocating the work area
5. Providing mechanical and electrical aids

Employers must initiate an “interactive process” when an applicant or employee requests reasonable accommodations. The ITD attempts to provide the most useful resources available to employees and students with a disability in a timely manner. If you want more information please contact the HR Director.

Student Orders - Tech Store

The Tech Centre is an integral solution for students to purchase items relevant to their specific needs. All student purchases should be made through the website. Employees that assist families with making technology purchases are expected to familiarize themselves with the use and function of the Tech Centre. To learn more about this great and easy way to place orders, please visit: techstore.inspireschools.org.

Transferring Devices

Swapping or transferring devices amongst enrolled family members is allowed. However there are some restrictions and standards that must be followed. In order to better track and update our student data, all technology transfers must first qualify before any transfer is approved.

1. The student/family requesting to transfer their device must inform and update their assigned teacher
2. The student/family or teacher must report the student as “Withdrawn” before a device can be transferred
3. Transfers can ONLY exist amongst enrolled siblings. You can not transfer or loan a device to any other person(s) that is not a sibling currently enrolled with Heartland Charter School
4. Any and all damages to the device will be the responsibility of the transferee
5. No reimbursements will be made to the previous student’s account
6. A helpdesk ticket must be submitted requesting to transfer a device to another student. Details must include the current student’s name, exit date, assigned teacher, technology serial and asset number and name of the related sibling

The HCS tech department has a responsibility to update and track the inventory systems and data regularly. For safety regulations, it is important to always stay informed about the usage of each device. Properly updating information is apart of ensuring all safety precautions are taken at all times.

Special Education Orders (SPED)
(pending information)

Returns

All items purchased using Instructional Funds must be returned and is the property of HCS. The return requirements are as followed:

Full Refund/Credit

- Returns qualifying for Full Refund or Credit
 - Items eligible for a full refund/credit:
 - Must be undamaged and same condition as received
 - Must be complete with all accessories
 - Working (i.e. non-defective) items may be returned within 30 days of receipt of item for full refund/credit.
 - Defective items may be returned within 90 days of receipt. “Defects” are determined by manufacturer. Must not show signs of physical abuse, misuse or abnormal treatment for full refund/credit.

Partial Refund/Credit

Partial refunds / partial credit are given at the discretion of Heartland Charter School and may (or may not) be given for any reason. Worn, abused, misused or damaged items may or may not qualify for refund/credit.

- Returns qualifying for Partial Refund or Credit
 - Items eligible for partial refund/credit:
 - Working items beyond 30 days
 - Defective items beyond the 90 days

Return Process for students

We are a non-profit school, therefore any monies obtained for educational resources is the responsibility of Heartland Charter School. Upon the withdrawal process, please ensure that the student has technology loaned/purchased through HCS and immediately initiate the return process. It is the policy of HCS that all students, once withdrawn from the school, must return any item within 30 days from their exit date. Please instruct students/parents to follow the return process below. You are also welcomed to return items on behalf of a student, however, you will therefore be liable if an item isn't returned. Students returning product due to damages must provide the damaged item before a replacement can be given. The IT Department will evaluate the severity of the damages and determine the best course of action thereafter. If damages are beyond normal wear and tear, applicable charges may be applied.

To return an item for any reason, please:

1. Contact our helpdesk:
 - a. Email: tech-help@inspireschools.org
 - b. Call: (626) 433-8094
2. Please include and have ready:
 - a. Your reason for the return
 - b. HCS Asset Tag number or Tech Centre order number
 - c. Your mailing address
 - d. Current phone number
 - i. Please include the student name and associated email
3. Return authorization will be given by a tech support agent
4. A shipping label will be provided at no cost. Home pick-up services may also be available at no additional cost
5. Item(s) will be returned to the Heartland Charter School Technology Department in Duarte, CA.
 - a. Do not give your devices to anyone other than as instructed
6. Once returned, the item will be evaluated
7. A refund, credit, or replacement will be issued, if eligible

8. If an item is not returned within the allotted time, local law enforcement will pursue the device on behalf of HCS. Any missing technology will be added to the students record by the Records Department.

Note, if you support a student or family that requires a specialty device not provided by the Tech Centre, please contact the Enrichment Department in your location for more instructions.

Stolen Technology

HCS is proud to work with Absolute Software - a solution that allows for effective security technology and student safety programs that track, locate and recover your endpoints in the event of a theft, while ensuring safety for students. Absolute provides:

- o Remote security to monitor and protect each device
- o Reporting tools that give hardware and software information
- o Remote device freeze with user verification messaging
- o Track assets on Google Maps, including recent and historical locations
- o Web filtering to protect students on and off school networks
- o Adherence to CIPA regulations around internet security policies
- o Thief investigation services, remediation and more

The Recovery Investigation team will work with local law enforcement to recover any stolen device that is tracked through Absolute. They will attempt to collect the device up to 60 days. If they're unsuccessful, HCS may be compensated up to \$500 for that device. *Pricing may vary and is subject to change without notice and is not guaranteed.

The HCS ITD always tries to take the most cautious and diplomatic approach when attempting to recover any stolen items. If the student has withdrawn from the School and the return process has been initiated but failed, three attempts will be made to contact the family using all forms of communication. Once our attempts have been unsuccessful, a police report is established and all information is handed over to the Absolute Recovery Team for further investigation. Absolute will then continue their process by tracking the device, contact the person in question, communicate with local law enforcement and if found provide a warrant to search for the device.

If a student has a lost or stolen device while still enrolled with the School, please report the device to local law enforcement and contact the HCS Technology Department to begin the investigation process. We will do our best to recovery and replace any device that has been reported as lost, stolen or missing. A police report must be provided prior to starting the investigation. ***Please note that this does not apply to all devices. Exclusions include purchases made through a third party vendor, Amazon Tablets or any related Amazon purchase, Apple devices, and older computers without Absolute Software. For Apple device's please contact the IT Department for more detail.***

For more details, please visit: www.absolute.com/en/about/legal/agreements/absolute

Personal Technology Policy

Overview

This policy will set forth the rules and regulations which will determine how the HCS faculty, staff and customer are to perform work on personally-owned employee products. The ITD does not service technology equipment for personal devices. **It is strongly advised that no employee use their personal devices** to access confidential school information unless otherwise given permission from a Director or the Information Technology staff.

Policy

The IT Department always strives to ensure that HCS employees, students, and affiliates receive the best possible technology assistance available. However, this can leave something to be desired for non-HCS, personally-owned technology equipment owned by employees, students, and affiliates.

This policy will set forth the rules, regulations, and guidelines for which the Information Technology Department staff may provide services for personally-owned technology equipment.

All personal technology work will be performed within the following restrictions:

For Faculty and Staff

- Personal technology work may be performed during regular business hours, only if such work does not directly interfere or delay the normal operations or job duties of the HCS employee.
- No parts purchases for personal devices.
- HCS is not responsible for damages, repairs, placements or upgrades to any personally owned hardware or software
- Access to confidential school information is prohibited on personally owned devices, and is only allowed on a case by case basis. Your Director must grant approval.

For Students and Affiliates

- The ITD is prohibited from installing software on personal devices unless it is strictly for school purposes.
- Staff are prohibited from assisting with repairs or work on personal devices for customers (students and or/parents)
 - This includes installing or assisting with software not purchased through Instructional Funds
 - Guiding and directing the customer on how to fix or repair an issue
- If a personally owned device doesn't meet the needs necessary to complete an assignment, the ITD will offer to place a tech order for a new device that may fit their needs. Instructional Funds will be used for all technology purchases.

***HCS ITD is prohibited from placing orders for students and/or staff with the use of personal funds.*

Parent-Student Information Technology

Acceptable Use Policy

Heartland Charter School is committed to providing our students with access to technology, information, and digital resources while fostering safe, responsible, and ethical learning environments. The Charter School is committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of the Charter School's devices, networks, accounts, and other resources must adhere to the Charter School's policies. Users are also expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of the Charter School. Relevant regulations include (but are not limited to):

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

The purpose of the Heartland Charter School Governing Board approving this Parent-Student Information Technology Acceptable Use Policy is to accomplish the following:

1. Define Technology Use Terms and Phrases
2. Identify the User Responsibility
3. Outline Acceptable Use of Resources
4. Outline Unacceptable Use of Resources
5. Outline the Expectation of Privacy
6. Define Cyberbullying
7. Outline Stolen Technology Procedures
8. Outline the Student Departure Procedures
9. Identify the Disclaimers and Acknowledgements
10. Establish the User Agreement

1. Definitions:

- **School or Organization or We** – the Charter School and its subsidiaries, programs, and divisions
- **ITD** – Heartland Charter School's Information Technology Department
- **You or Your or I** - the parent/guardian, student, and signer of this Acceptable Use of Technology Policy
- **Resources** - devices, systems, services or networks owned, operated or issued by the Charter School.
- **User** - any person(s) accessing or utilizing the Charter School's resources that is not a resource operator
- **AUP** – Parent-Student Information Technology Acceptable Use Policy

2. User Responsibilities: Access to the Charter School's technology, resources, and support is a privilege which offers a wealth of educational benefits. To maintain these privileges, all users must agree to, learn about, and comply with all information within this AUP document.

- You agree to, learn about and comply with all information outlined in this AUP document
- Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:
 - Never leaving items unattended
 - Never lending, giving or releasing items to a person other than an employee of the ITD or Charter School
 - Never removing protective accessories or features (e.g. cases, bumpers)
 - Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
- You must immediately report damaged, lost, or stolen items/resources. Items reported stolen or missing will require a police report.
- Parents/guardians are expected to provide supervision and monitor device/Internet access and usage.
- You are expected to make a reasonable effort to protect your passwords, information and data.
- You are obligated to notify the ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event the ITD has not contacted you to do so.
- **Items, devices and resources issued by the Charter School are School property and must be returned or relinquished to the Charter School upon request.**

3. Acceptable Use of Resources:

- All of the Charter School-issued accounts are intended solely for use by the person authorized to use the account.
- When sharing or exposing personal information or data online, extreme caution should be exercised.
- Any information or communication accessible via any of the Charter School networks should be assumed private property.
- The Charter Schools reserves the right to verify whether specific uses of the Charter School technology or networks are consistent with this acceptable use policy.

- The Charter School is bound by certain licensing agreements. Users are expected to comply with those agreements.
- Educational and instructional use as related to the Charter School only

4. Unacceptable Use of Resources:

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

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

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

Personal devices are private. The Charter School must obtain permission to access personal devices.

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

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

7. Stolen Technology: The Charter School is proud to work with Absolute Software - a solution that allows for effective security technology and student safety programs that track, locate and recover your endpoints in the event of a theft, while ensuring safety for students. Absolute provides:

- Remote security to monitor and protect each device
- Reporting tools that give hardware and software information
- Remote device freeze with user verification messaging
- Track assets on Google Maps, including recent and historical locations
- Web filtering to protect students on and off school networks

- Adherence to CIPA regulations around internet security policies
- Thief investigation services, remediation and more

The Recovery Investigation team will work with local law enforcement to recover any stolen device that is tracked through Absolute. They will attempt to collect the device up to 60 days. If they are unsuccessful, the Charter School may be compensated up to \$500 for that device. Pricing may vary and is subject to change without notice and is not guaranteed.

The Charter School's ITD always tries to take the most cautious and diplomatic approach when attempting to recover any stolen items. Three attempts will be made to contact the employee using all forms of communication. Once our attempts have been unsuccessful, a police report is established and all information is handed over to the Absolute Recovery Team for further investigation. Absolute will then continue their process by tracking the device, contact the person in question, communicate with local law enforcement and if found provide a warrant to search for the device.

If a student has a lost or stolen device while still enrolled with the School, please report the device to local law enforcement and contact the Technology Department to begin the investigation process. ITD will do their best to recovery and replace any device that has been reported as lost, stolen, or missing. A police report must be provided prior to starting the investigation.

For more details, please visit: www.absolute.com/en/about/legal/agreements/absolute

- 8. Student Departure:** Upon student departure (e.g. withdrawal, graduation, or expulsion) from the Charter School, all issued items must be returned within 30 days. Prepaid return labels and pick up services may be provided at no cost. Please review the Charter School's *Tech Centre and Issued Technology Agreement* for complete details regarding returns.

If all attempts to collect a device are unsuccessful, the matter will be handed over to local law enforcement and pursued on behalf of the Charter School. Any missing technology will also be added to the student's records.

For information regarding technology returns, please review the Charter School's *Tech Centre and Issued Technology Agreement* or contact ITD.

- 9. Disclaimer & Acknowledgements:**

- The Charter School reserves the right to modify its policies and rules at any time.
- **ALL DEVICES, ITEMS AND SOFTWARE ISSUED BY THE CHARTER SCHOOL ARE SCHOOL PROPERTY. YOU ARE REQUIRED TO RETURN ALL ITEMS ISSUED TO YOU UPON REQUEST BY OR DEPARTURE FROM THE CHARTER SCHOOL.** We reserve the right to issue penalties (e.g. denial of access to resources, withholding of transcripts) or seek legal remedies in response to non-compliance.
- Access to the Charter School's technology, resources and support is a privilege, not a right. These privileges are offered at the discretion of the Charter School.

- The Charter School will not be held liable for the information or data retrieved, stored, or transmitted by means of the Charter School owned or operated resources, devices, networks, or systems
- Users should not have an expectation of privacy in the use of the Charter School's resources, email, systems, networks
- Illegal activities performed using the Charter School's devices, networks, and systems will be reported to the proper authorities when discovered
- The Charter School will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries
- The Charter School's issued property reported as lost, missing, or stolen may be remotely tracked, located and/or disabled at the discretion of the Charter School.
- The Charter School may confiscate and search any of the Charter School's resource for any reason deemed reasonable by the Charter School including in response to violation of school policies or government regulations
- The Charter School is not in any way an Internet Service Provider

10. User Agreement Statement: I have read, understand, and will abide by the PARENT-STUDENT INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY when using any of the Charter School's technology and other electronic resources issued, owned or operated by the Charter School. I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any of the Charter School's technology resource may be limited, revoked or returned and disciplinary and or legal action may be taken.

STUDENT NAME (please print)

PARENT/GUARDIAN SIGNATURE

Date

Heartland 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."

Staff Information Technology Acceptable Use Policy

Heartland Charter School is committed to empowering our staff with access to technology, information, and digital resources while fostering safe, responsible, and ethical working and learning environments. The Charter School is committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of the Charter School's devices, networks, accounts, and other resources must adhere to the Charter School's policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of the Charter School. Relevant regulations include (but are not limited to):

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

The purpose of the Heartland Charter School Governing Board approving this Staff Information Technology Acceptable Use Policy is to accomplish the following:

1. Define Technology Use Terms and Phrases
2. Identify the User Responsibility
3. Outline Acceptable Use of Resources
4. Outline Unacceptable Use of Resources
5. Outline the Expectation of Privacy
6. Define Cyberbullying
7. Outline Stolen Technology Procedures
8. Outline the Staff/Employee Departure Procedures
9. Identify the Disclaimers and Acknowledgements
10. Establish the User Agreement

1. Definitions:

- **School or Organization or We** – the Charter School and its subsidiaries, programs, and divisions
- **ITD** – Heartland Charter School Information Technology Department
- **You or Your or I** - employee of the Charter School and or signer of this Acceptable Use of Technology Policy
- **Resources** - devices, systems, services or networks owned, operated or issued by the Charter School.
- **User** - any person(s) accessing or utilizing the Charter School's resources that is not a resource operator
- **AUP**- Staff Information Technology Acceptable Use Policy

2. User Responsibilities: Access to the Charter School's technology, resources, and support offers a wealth of educational benefits and work efficiencies. To maintain access to these tools and resources,

all users must agree to, learn about, and comply with all information within this AUP document.

- You agree to, learn about and comply with all information outlined in this AUP document
- Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. “Reasonable care” is defined as:
 - Never leaving items unattended
 - Never lending, giving or releasing items to a person other than an employee of the ITD or school administration
 - Never removing protective accessories or features (e.g. cases, bumpers)
 - Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
- You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
- You are expected to make a reasonable effort to protect your passwords, information and data.
- The Charter School employees may be held liable, financially, punitively or otherwise, for lost, stolen, missing, damaged equipment.
- You are obligated to notify the ITD of continued access to technology resources beyond departure from the Charter School (e.g. resignation, termination, administrative leave) in the event the ITD has not contacted you.
- **Items, devices and resources issued by the Charter School are School property and must be returned or relinquished to the Charter School upon request or departure**

3. Acceptable Use of Resources:

- All of the Charter School-issued accounts are intended solely for use by the person authorized to use the account.
- When sharing or exposing personal information or data online, extreme caution should be exercised.
- Any information or communication accessible via any of the Charter School networks should be assumed private property.
- The Charter Schools reserves the right to verify whether specific uses of the Charter School technology or networks are consistent with this acceptable use policy.
- The Charter School is bound by certain licensing agreements. Users are expected to comply

with those agreements.

- Educational and instructional use as related to the Charter School only

4. Unacceptable Use of Resources:

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

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

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

Personal devices are private. The Charter School must obtain permission to access personal devices. However, when the Charter School resources are accessed with a personal device, data, information and transmissions which come into contact with those resources cannot be guaranteed.

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

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

7. Stolen Technology: The Charter School is proud to work with Absolute Software - a solution that allows for effective security technology and student safety programs that track, locate and recover your endpoints in the event of a theft, while ensuring safety for students and staff. Absolute provides:

- Remote security to monitor and protect each device
- Reporting tools that give hardware and software information
- Remote device freeze with user verification messaging
- Track assets on Google Maps, including recent and historical locations

- Web filtering to protect students on and off school networks
- Adherence to CIPA regulations around internet security policies
- Thief investigation services, remediation and more

The Recovery Investigation team will work with local law enforcement to recover any stolen device that is tracked through Absolute. They will attempt to collect the device up to 60 days. If they are unsuccessful, the Charter School may be compensated up to \$500 for that device. Pricing may vary and is subject to change without notice and is not guaranteed.

The Charter School's ITD always tries to take the most cautious and diplomatic approach when attempting to recover any stolen items. Three attempts will be made to contact the employee using all forms of communication. Once our attempts have been unsuccessful, a police report is established and all information is handed over to the Absolute Recovery Team for further investigation. Absolute will then continue their process by tracking the device, contact the person in question, communicate with local law enforcement and if found provide a warrant to search for the device.

If a staff member has a lost or stolen device while still employed with the Charter School, please report the device to local law enforcement and contact the ITD to begin the investigation process. ITD will do their best to recovery and replace any device that has been reported as lost, stolen or missing. A police report must be provided prior to starting the investigation.

For more details, please visit: www.absolute.com/en/about/legal/agreements/absolute

8. Staff / Employee Departure: Upon employee departure (e.g. resignation, termination, layoff, non-renewal, administrative leave) from the Charter School, all issued items must be returned immediately. Prepaid return labels and pick up services may be provided at no cost.

9. Disclaimer & Acknowledgements:

- The Charter School reserves the right to modify its policies and rules at any time.
- **ALL DEVICES, ITEMS AND SOFTWARE ISSUED BY THE CHARTER SCHOOL ARE SCHOOL PROPERTY. YOU ARE REQUIRED TO RETURN ALL ITEMS ISSUED TO YOU UPON REQUEST BY OR DEPARTURE FROM THE CHARTER SCHOOL.**
- We reserve the right to seek reimbursement, docked pay or legal remedies in response to non-compliance
- Access to the Charter School's technology, resources and support are offered at the discretion of the Charter School.

- The Charter School will not be held liable for the information or data retrieved, stored, or transmitted by means of the Charter School owned or operated resources, devices, networks, or systems
- Users should not have an expectation of privacy in the use of the Charter School's resources, email, systems, networks
- Illegal activities performed using the Charter School's devices, networks, and systems will be reported to the proper authorities when discovered
- The Charter School will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays or non-deliveries
- The Charter School's issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of the Charter School.
- The Charter School may confiscate and search any of the Charter School's resource for any reason deemed reasonable by the Charter School including in response to violation of school policies or government regulations
- The Charter School is not in any way an Internet Service Provider

10. User Agreement Statement: I have read, understand, and will abide by the STAFF INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY when using any of the Charter School's technology and other electronic resources issued, owned or operated by the Charter School. I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any of the Charter School's resource may be limited, revoked or returned and disciplinary and or legal action may be taken.

EMPLOYEE NAME (please print)

EMPLOYEE SIGNATURE

Date

Heartland Charter School's Personalized Learning Creed:

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Identification of Individuals for 504 Policy

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

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

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

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

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

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

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

In providing services to students with disabilities under Section 504, the Executive Director or designee shall ensure the Charter School complies with the law, including providing the students and their parents/guardians with applicable procedural safeguards and required notification. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in

accordance with the processes specific in the “Procedural Safeguards” section of the accompanying administrative regulation.

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

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

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

- i. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to a 504 Coordinator for identification of a student with a disability under Section 504.

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

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

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

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

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

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

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

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

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

- iii. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a

disability under Section 504 and shall state the basis for determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

- iv. The student shall be placed in the regular educational environment, unless the Charter School can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs.
- v. The Charter School shall complete the identification, evaluation, and placement process within a reasonable time frame. The Charter School shall adhere to this time frame regardless of any extended school breaks or times that school is otherwise not in session.
- vi. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

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

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

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

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

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

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

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

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

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

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

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Identification and Evaluation for Special Education Policy

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

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

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

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

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

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

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Procedural Safeguards and Complaints for Special Education

Students Administrative Regulation

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

The purpose of the Heartland Charter School Governing Board approving this Administrative Regulation is to accomplish the following:

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

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

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

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

- A description of the action proposed or refused by the charter
- An explanation as to why the charter proposes or refuses to take the action

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

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

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

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

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

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

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

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

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

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

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

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

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

- The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication.
- The parent/guardian understands the contents of the notice.
- There is written evidence that items #1 and #2 have been satisfied.

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

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

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

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

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

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

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

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

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

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

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

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

Heartland 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.”

Procedural Safeguards and Complaints for Special Education Policy

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

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

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

Heartland 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."

Individual Education Program Administrative Regulation

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

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

1. Define an Individualized Education Program.
2. Identify the Members of an IEP Team
3. Outline the Circumstances When an Individual Can be Invited to the IEP Meeting
4. Outline the Contents of the IEP
5. Outline the Procedures for the Development of the IEP
6. Outline the Provision of Special Education and Related Services
7. Outline the Process to Review and Revise the IEP
8. Outline the Use of Audio Recordings at an IEP Team Meeting
9. Identify Parent/Guardian Participation and Other Rights
10. Identify Parent/Guardian Consent for Provision of Special Education and Services
11. Outline the Procedures for Transfer Students

1. Individual Education Program: At the beginning of each school year, the charter shall have an individualized education program (IEP) in effect for each student with a disability within Charter School jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344; 34 CFR 300.323)

2. Members of the IEP Team: The IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414(d)(1); 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them
2. If the student is or may be participating in the regular education program, at least one of the student's regular education teachers designated by the Executive Director or designee to represent the student's teachers.

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

3. At least one of the student's special education teachers or, where appropriate, special education providers
4. A representative of the Charter School who is:

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

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

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

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

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

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

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

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

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Executive Director or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414(d)(1)(D); 34 CFR 300.321)
4. A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the Charter School agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the Charter School consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414(d)(1)(C); 34 CFR 300.321)

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

1. A statement of the present levels of the student's academic achievement and functional performance, including:
2. The manner in which the student's disability affects his/her involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)
3. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives
4. A statement of measurable annual goals, including academic and functional goals, designed to:
 - a.Meet the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum
 - b.Meet each of the student's other educational needs that result from his/her disability
5. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the Charter School will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards
6. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the

student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

- a. Advance appropriately toward attaining the annual goals
 - b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP
7. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP
 8. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and school assessments

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

9. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications
10. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills
 - b. The transition services, including courses of study, needed to assist the student in reaching those goals
11. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, that will transfer to him/her upon reaching age 18, pursuant to Education Code 56041.5
12. Where appropriate, the IEP shall also include: (Education Code 56345)
 - a. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the Charter School's prescribed course of study and to meet or exceed proficiency standards required for graduation
 - b. Linguistically appropriate goals, objectives, programs, and services for a student whose native language is not English

c. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

d. Provision for transition into the regular education program if the student is to be transferred from a special class or center or nonpublic, nonsectarian school into a regular education program in a public school for any part of the school day, including descriptions of activities intended to:

- i. Integrate the student into the regular education program, including indications of the nature of each activity and the time spent on the activity each day or week
- ii. Support the transition of the student from the special education program into the regular education program
- iii. Specialized services, materials, and equipment for a student with low incidence disabilities, consistent with the guidelines pursuant to Education Code 56136

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

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

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

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

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

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

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

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

7. Review and Revision of the IEP: The Executive Director or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414(d)(4); 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved
2. Revise the IEP, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381

- c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)
- d. The student's anticipated needs
- e. Any other relevant matter

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

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

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

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

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

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

To the extent possible, the Executive Director or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414(d)(3)(A); 34 CFR 300.324)

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

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

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

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

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

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)
4. In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Executive Director or designee notice to the student's parents/guardians shall include the following: (Education Code 56341.5)
 - a. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414(d)(1)(A)(i)(VIII), and 34 CFR 300.320(b)

- b. An indication that the student is invited to the IEP team meeting
- c. Identification of any other agency that will be invited to send a representative

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

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

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

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

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

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

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

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

An IEP team meeting may be conducted without a parent/guardian in attendance if the Executive Director or designee is unable to convince the parent/guardian that he/she should attend. In such a

case, the Executive Director or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

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

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

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

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

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

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

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

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

If the student transfers into the charter from another school Charter School within the same SELPA during the school year, the Charter School shall continue to provide services comparable to those

described in the student's existing IEP, unless his/her parent/guardian and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

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

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

Heartland 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."

Individual Education Program Policy

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

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

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

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Transportation for Students with Disabilities Policy

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

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

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

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

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

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

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

- 3. Alternative Transportation:** If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the Charter School shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)
- 4. Financial Agreement for Contracting:** When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Executive Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

- 5. Transportation Schedules:** The Executive Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students.
- 6. Mobile Seating Devices:** The Executive Director or designee shall ensure that any mobile seating devices used on the Charter School's buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)
- 7. Service Animal:** As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

Heartland Charter School's Personalized Learning Creed:

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Suicide Prevention Policy

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

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

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

1. Explain the Purpose for The Suicide Prevention Policy
2. Identify Parental Involvement in Suicide Prevention
3. Outline Key Terms and Definitions of Suicide Prevention
4. Identify Risk Factors and Protective Factors
5. Outline the Warning Signs of Suicide
6. Outline How to Respond to the Warning Signs of Suicide
7. Explain Suicide Discussion/Communication for Parents and Children.
8. Outline the Process for Assessment and Referral
9. Outline the Process for Implementing the Policy
10. Provide Resources for Parents, Students, and Staff Members on Suicide Prevention

1. Purpose: Heartland Charter School recognizes that:

- a) physical, behavioral, and emotional health is an integral component of a student's educational outcome,
- b) further recognizes that suicide is a leading cause of death among young people,
- c) the has an ethical responsibility to take a proactive approach in preventing deaths by suicide, and
- d) acknowledges the school's role in providing an environment which is sensitive to individual and societal factors that place youth at greater risk for suicide and one which helps to foster positive youth development.

In recognition of the need to protect the health, safety and welfare of its students, to promote healthy development, to safeguard against the threat or attempt of suicide among school aged youth, and to address barriers to learning, Heartland Charter School hereby adopts a policy, which corresponds with

and supports other federal, state and local efforts to provide youth with prevention education, early identification and intervention, and access to all local resources to promote health and prevent personal harm or injury.

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

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

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

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

3. **Key Terms and Definitions:**

- **At Risk** A student who is defined as high risk for suicide is one who has made a suicide attempt, has the intent to die by suicide, or has displayed a significant change in behavior suggesting the onset or deterioration of a mental health condition. The student may have thought about suicide including potential means of death and may have a plan. In addition, the student may exhibit feelings of isolation, hopelessness, helplessness, and the inability to tolerate any more pain. This situation would necessitate a referral, as documented in the following procedures.

- **Crisis Team** A multidisciplinary team of primarily administrative, mental health, safety professionals, and support staff whose primary focus is to address crisis preparedness, intervention/response, and recovery. These professionals have been specifically trained in crisis preparedness through recovery and take the leadership role in developing crisis plans, ensuring school staff can effectively execute various crisis protocols, and may provide mental health services for effective crisis interventions and recovery supports.
- **Mental Health** A state of mental and emotional being that can impact choices and actions that affect wellness. Mental health problems include mental and substance use disorders.
- **Postvention** Suicide postvention is a crisis intervention strategy designed to reduce the risk of suicide and suicide contagion, provide the support needed to help survivors cope with a suicide death, address the social stigma associated with suicide, and disseminate factual information after the suicide death of a member of the school community.
- **Risk Assessment** An evaluation of a student^[SEP] who may be at risk for suicide, conducted by the appropriate school staff (e.g., school psychologist or school counselor). This assessment is designed to elicit information regarding the student's intent to die by suicide, previous history of suicide attempts, presence of a suicide plan and its level of lethality and availability, presence of support systems, and level of hopelessness and helplessness, mental status, and other relevant risk factors.
- **Risk Factors for Suicide** Characteristics or conditions that increase the chance that a person may try to take his or her life. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and or social factors in the individual, family, and environment.
- **Self-Harm** Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either non-suicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide.
- **Suicide** Death caused by self-directed injurious behavior with any intent to die as a result of the behavior. Note: The coroner's or medical examiner's office must first confirm that the death was a suicide before any school official may state this as the cause of death.
- **Suicide Attempt** A self-injurious behavior for which there is evidence that the person had at least some intent to kill himself or herself. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feelings such as wish to die and desire to live is a common experience with most suicide attempts. Therefore, ambivalence is not a sign of a less serious or less dangerous suicide attempt.
- **Suicidal Behavior** Suicide attempts, intentional injury to self associated with at least some level of intent, developing a plan or strategy for suicide, gathering the means for a suicide plan, or any other overt action or thought indicating intent to end one's life.
- **Suicide Contagion** The process by which suicidal behavior or a suicide influences an increase in the suicidal behaviors of others. Guilt, identification, and modeling are each thought to play a role in contagion. Although rare, suicide contagion can result in a cluster of suicides.

- ***Suicidal Ideation*** Thinking about, considering, or planning for self-injurious behavior which may result in death. A desire to be dead without a plan or intent to end one's life is still considered suicidal ideation and should be taken seriously.

4. Risk Factors and Protective Factors:

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

The most frequently cited risk factors for suicide are:

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

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

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

The most frequently cited protective factors of suicide include:

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

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

1. Youth living with mental and/or substance use disorders. While the large majority of people with mental disorders do not engage in suicidal behavior, people with mental disorders account for more than 90 percent of deaths by suicide. Mental disorders, in particular depression or bipolar (manic-depressive) disorder, alcohol or substance abuse, schizophrenia and other psychotic disorders, borderline personality disorder, conduct disorders, and anxiety disorders are important risk factors for suicidal behavior among your people. The majority of people suffering from these mental disorders are not engaged in treatment, therefore school staff may play a pivotal role in recognizing and referring the student to treatment that may reduce risk.
2. Youth who engage in self-harm or have attempted suicide. Suicide risk among those who engage in self-harm is significantly higher than the general population. Whether or not they report suicidal intent, people who engage in self harm are at elevated risk for dying by suicide

within 10 years. Additionally, a previous suicide attempt is a known predictor of suicide death. Many adolescents who have attempted suicide do not receive necessary follow up care.

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

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

- Talking about wanting to die or to kill one's self
- Looking for a way to kill one's self, such as a new or sudden interest in buying a gun
- Talking about feeling hopeless or like there's no point in living or carrying on
- Unusual or unexpected visits or calls to family and friends to say "goodbye" as if they will not be seen again

- Sudden efforts to get one's affairs in order, e.g., making a will out of the blue or giving away prized possessions
- A sudden sense of calm and happiness; though this might sound contradictory, if an extremely depressed person suddenly seems calm or happy, this can mean the person has made a decision to commit suicide. *Do not assume a person expressing a desire to die is joking.* Ask if they are serious. And make sure to follow up. Someone might say they are only joking when in fact the "joke" is motivated by a sincere desire to die. Suicide is not a joking matter; do not treat it as such. Less immediate, but still concerning, warning signs of suicidal ideation include:
 - Feeling anxious or agitated
 - Sudden reckless behavior
 - Significant changes in sleep behavior (hardly sleeping, sleeping too much)
 - Withdrawing or isolating from others
 - Talking about feeling trapped
 - Talking about pain feeling unbearable
 - Talking about being a burden to others
 - Increased use/abuse of alcohol or drugs
 - Extreme mood swings

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

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

- Talk to the person. Let them know you care about them.
- Listen without judging. This means you need to set aside whatever religious or theological beliefs you have about suicide in the abstract. This moment is about helping the human being in front of you who needs support.

- Try not to act/appear shocked. The person is already in distress; an overwhelming display of emotions on your part could only further distress them and make them feel they should not talk to you.
- Ask the person directly, “Are you thinking of ending your life?” or “Are you considering killing yourself?” Though it might make *you* uncomfortable, remember these four concrete questions: Suicidal? Method? Have what you need to follow through with plan? When?

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

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

- *Questions you can ask:* When did you begin feeling like this? Did something happen that made you start feeling this way? How can I best support you right now? Have you thought about getting help?
- *What you can say that helps:* You are not alone in this. I'm here for you. You may not believe it now, but the way you're feeling will change. I may not be able to understand exactly how you feel, but I care about you and want to help. When you want to give up, tell yourself you will hold off for just one more day, hour, minute—whatever you can manage.

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

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

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

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

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

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

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

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

- **Be courageous:** There is no shame in admitting that suicide is a scary issue. As parents, you probably want to protect your kids from all sorts of scary things. But you also have an obligation to teach them how to face reality and equip them to deal with all the scary things reality can bring. Here's the truth: your kids are going to learn about suicide one way or another. So would you rather that they learn about it from the media or a friend who suddenly kills himself, or would you rather that you have the opportunity to educate them in advance? So face those fears and dive right in.
- **Pick a time where you can have an uninterrupted conversation:** Start the conversation when you have the best chance of having your child's attention. A car ride, for example,

ensures that your child will have fewer distractions than at home with the TV on. While you want to make sure your child gives you their attention, also make sure they don't feel trapped. Remember: if talking about suicide makes *you* uncomfortable, it can also make your child feel uncomfortable. So make sure you not only have their attention, but that you do so in an environment that feels non-threatening and open.

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

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

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

What is not normal is struggling through each day, feeling like things will only get worse. Maybe you feel like you have lost control, that nothing matters, or that you are alone. These feelings may indicate a condition that requires professional help, such as depression, anxiety or other mental health conditions.

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

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

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

- **Feelings:**

- Sadness
- Hopelessness
- Guilt
- Moodiness
- Angry outbursts
- Loss of interest in friends, family, and favorite activities

- **Thoughts:**

- Trouble concentrating
- Difficulty making decisions
- Trouble remembering

- Thoughts of harming oneself
- Delusions and/or hallucinations can also occur in cases of severe depression
- **Behaviors:**
 - Withdrawing from people
 - Substance abuse
 - Missing work, school, or other commitments
 - Attempts to harm oneself (e.g., cutting)
- **Physical/Somatic Problems:**
 - Tiredness or lack of energy
 - Unexplained aches and pains
 - Changes in appetite
 - Weight loss or gain
 - Changes in sleep – sleeping too little or too much

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

- Resources at home or outside school:
 - Talk to a parent or older relative
 - Call your pediatrician or physician
 - Talk to a trusted adult, teacher, or guidance counselor
 - National Suicide Prevention Lifeline: 800-273-8255

- If someone is in immediate danger, **call 911**. *Getting help does not mean that you have failed, it demonstrates courage, hope, and means you've allowed others to show they care.*

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

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

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

- Students should be made aware of and informed about recognizing and responding to warning signs of suicide in peers and friends, using coping skills, using support systems, and seeking help for themselves and friends.
- Heartland Charter School will designate a suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.
- When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the parents, staff, and student, and help connect them to appropriate local resources.
- Students will have access to national resources which they can contact for additional support.
- All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell an adult (e.g. teacher, parent) if they, or someone they know, is feeling suicidal or in need of help.

- Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

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

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

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

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

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

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

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

Prevention efforts should also address non-suicidal self-injury (NSSI or "cutting"). While the behavior is typically not associated with suicidal thinking, it is a red flag that someone is distressed and does increase the risk for suicidal thinking and behaviors. It is important that school staff learn to recognize

the signs of NSSI, including cuts, burns, scratches, scabs, and scrapes, especially those that are recurrent and if explanations for the injuries are not credible. Suicide risk assessment should always be a part of intervention with the student who displays NSSI.

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

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

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

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

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

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

Schools are legally responsible for documenting every step in the assessment and intervention process. A documentation form for support personnel and crisis response team members should be developed to record all suicide intervention actions and caregiver communication. Student information must be kept confidential but there are exceptions to FERPA when safety is of concern. Staff

responsible for the safety and welfare of the student should be provided with the information necessary to work with the student and preserve the safety. School staff members do not need clinical information about the student or a detailed history of his or her suicidal risk or behavior. Discussion among staff should be restricted to the student's treatment and support needs.

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

Please Remember:

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

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

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

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

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

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

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

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

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

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

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

The journey through grief has four phases:

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

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

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

- **Parents as Partners: A Suicide Prevention Guide for Parents** is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>
- **Sources of Strength:** <https://sourcesofstrength.org>
- **Know the Signs:** <http://www.suicideispreventable.org>

- **National Mental Health and Suicide Support Services:** The following are just a few places you can access listings for local mental health services in your area. Please call or visit their websites for details.
- **National Suicide Prevention Lifeline:** 1 (800) 273-TALK (800-273-8255)
- **Mental Health America (MHA):** www.mentalhealthamerica.net 1-800-969-6642
- **Mental Health Services Locator:** www.mentalhealth.samhsa.gov/databases
- **American Foundation for Suicide Prevention** www.afsp.org
- **American Association for Suicide Prevention** www.suicidology.org
- **Center for Disease Control & Prevention** www.cdc.gov/ViolencePrevention/suicide
- **Healthy Place -** www.healthyplace.com
- **Jed Foundation -** www.jedfoundation.org
- **National Federation of Families for Children's Mental Health** www.ffcmh.org
- **National Alliance on Mental Illness (NAMI)** www.nami.org 1-800-950-NAMI (6264)
- **The Trevor Lifeline -** www.thetrevorproject.org 1-866-488-7386
- **National Institute of Mental Health (NIMH) -** www.nimh.nih.gov
- **Strength of US-** www.strengthofus.org
- **Substance Abuse and Mental Health Services Administration (SAMHSA)** www.samhsa.gov/prevention/suicide.aspx
- **Suicide Awareness Voices of Education (SAVE)** www.save.org
- **Suicide Prevention Action Network USA -** www.spanusa.org
- **Suicide Prevention Resource Center (SPRC) -** www.sprc.org

Book Resources for Parents: Mental Health and Resilience

- Beardslee, William. Out of the Darkened Room: When a Parent is Depressed: Protecting the Children and Strengthening the Family. 2002.
- Rapee, Ronald et al. Helping your anxious child: A step by step guide. 2000.
- Manassis, Katharina & Levac, Anne Marie. Helping your teenager beat depression: A problem-solving approach for families. 2004.
- Lezine, DeQuincy and Brent, David. Eight Stories Up: An Adolescent Chooses Hope over Suicide. 2008.

- Bourne, Edward. The Anxiety & Phobia Workbook. 2005.
- Riera, Michael. Uncommon Sense for Parents with Teenagers. 2004.
- Phelan, Thomas. Surviving Your Adolescents: How to Manage and Let Go of Your 13-18 year olds.1998.
- Sachs, Brad. The Good Enough Child: How to Have an Imperfect Family and Be Totally Satisfied. 2001.
- Apter,Terri. The Confident Child: Raising Children to Believe in Themselves. 1997.
- **Book Resources for Teens: Mental Health and Resilience**
- Hipp, Earl. Fighting Invisible Tigers: A Stress Management Guide for Teens. 2008.
- Fox, Annie. Too Stressed to Think? A Teen Guide to Staying Sane When Life Makes You Crazy. 2005
- Seaward, Brian. Hot Stones and Funny Bones: Teens Helping Teens Cope with Stress and Anger. 2002.
- Espeland, Pamela. Life Lists for Teens: Tips, Steps, Hints, and How-To's for Growing Up, Getting Along, Learning, and Having Fun. 2003.
- Covey, Sean. The 7 Habits of Highly Effective Teens. 1998.
- Kay Redfield Jamison, *Night Falls Fast: Understanding Suicide*
- Andrew Slaby and Lili Frank Garfinkle, *No One Saw My Pain: Why Teens Kill Themselves*
- Beverly Cobain and Jean Larch, *Dying to Be Free: A Healing Guide for Families after a Suicide*
- Linda H. Kilburn , *Reaching Out After Suicide: What's Helpful and What's Not*
- Judith Herman, *Trauma and Recovery: The Aftermath of Violence—from Domestic Abuse to Political Terror*
- Laura Van Dernoot Lipsky and Connie Burk, *Trauma Stewardship: An Everyday Guide to Caring for Self While Caring for Others*
- Pema Chodron, *The Places that Scare You: A Guide to Fearlessness in Difficult Times*
- Pete Walker, *The Tao of fully feeling: Harvesting forgiveness out of blame.*
- Peter A. Levine, *Waking the Tiger: Healing Trauma*

Heartland 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.”

Suspension and Expulsion Policy

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

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

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

- 1. Responsibility of the Charter School:** When the policy is violated, it may be necessary to suspend or expel a student from the Charter School. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent-Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

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

Suspended or expelled students shall be excluded from all school and school-related activities unless

otherwise agreed during the period of suspension or expulsion.

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

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

3. Enumerated Offenses:

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

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

for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

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

device, computer, or pager, of a communication, including, but not limited to, any of the following:

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

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

- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts

one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.
- **Non-Discretionary Expellable Offenses:** Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
 - Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

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

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

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

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

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

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

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

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

5. Authority to Expel: A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

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

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

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

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter

School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

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

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

her testimony heard in a session closed to the public.

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

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

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

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

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

12. Right to Appeal: Per AB 1360, a student being expelled or suspended will be provided "oral or written notice of the charges against the student," "an explanation of the evidence that supports the charges and an opportunity for the student to present his or her side of the story," and/or the opportunity for "a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate." Moreover, for any non-voluntary removal, the student's parent or guardian will be given written notice of intent to remove the student no less than 5 school days in advance, and the parent/guardian will be given the right to challenge the non-voluntary removal under the same procedures as an expulsion.

13. Expelled Students/Alternative Education: Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

14. Rehabilitation Plans: Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the Charter School for readmission.

15. Readmission: The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

Heartland 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."

Teacher Certification Policy

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

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

1. Establish the Support to Teachers Holding Preliminary Credentials
2. Identify the Procedures for Hiring Based on Unavailability of Credentialed Teacher
3. Outline the Declaration of Need Requirements
4. Establish the Procedures for Employing Non-Credentialed Teachers

1. Support for Teachers Holding Preliminary Credentials: The Executive Director or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

2. Hiring Based on Unavailability of Credentialed Teacher: The Executive Director or designee shall make reasonable efforts to recruit a fully prepared teacher for each assignment. Whenever a teacher with a clear or preliminary credential is not available, the Executive Director or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved intern program in the region of the Charter School and possesses an intern credential
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who holds a provisional internship permit (PIP) or short-term staff permit issued by the CTC
3. The Board shall approve, as an action item at a public Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)
4. An individual who holds an emergency permit or for whom a credential waiver has been granted by the CTC

Prior to requesting that the CTC issue an emergency permit pursuant to item #3 above or a limited assignment permit which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled public Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

3. The Declaration of Need: The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the Charter School's specified employment criteria for the position(s) and that the Charter School has made reasonable efforts to recruit individuals who meet the

qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the Charter School estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

4. **Non-Credentialed Teachers:** Whenever it is necessary to employ non-credentialed teachers to fill a position requiring certification qualifications, the Executive Director or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional programs.

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SERVICES AGREEMENT
By and Between
FOUNTAINHEAD, a California not for profit corporation and
HEARTLAND CHARTER SCHOOL

RECITALS

THIS SERVICES AGREEMENT (the “*Agreement*”) is made and entered into as of July 1, 2018 (the “*Effective Date*”) by and between Fountainhead (“*FH*”) doing business as Inspire District Office, and HEARTLAND CHARTER SCHOOL (*HCS*) (*HCS* together with *FH* each a “*Party*” and, collectively, the “*Parties*”).

WHEREAS, *FH*, a California nonprofit corporation, with tax exempt status under section 501(c)(3) of the Internal Revenue Code is in the business of providing educational and administrative services to charter schools that are operated by separate corporations doing business under the trade-name of Inspire (collectively the “*Inspire Charter Schools*”), including and such corporations are also California nonprofit corporations, pursuant to section 501(c)(3) of the Internal Revenue Code;

WHEREAS, *FH*’s mission is to assist the various *Inspire Charter Schools*, such as, in the administration of their businesses in order to create greater efficiencies in their operations and to thereby effectively serve the ever-growing population of youth seeking greater opportunities to access innovated curriculum and enrichment through a personalized learning model;

WHEREAS, *FH* and *HCS* share a common mission of providing educational services to students in the State of California seeking educational alternatives to the traditional public school model and to do so such that efficient administration of all the *Inspire Charter Schools* educational programs and administrations will maximize their resources by increasing operational and other efficiencies;

WHEREAS, the *HCS* Board of Directors (the “*Board*”) has final authority over policy and operational decisions for *HCS*.

WHEREAS, based on experiences of other charter schools across the country, the *Board* believes that it is in the best interest of *HCS* to contract with *FH* to provide administrative services that will maximize the performance and operational efficiency of *HCS* and serve the joint mission of each of *FH* and *HCS* as set forth immediately above;

WHEREAS, it is the *Parties*’ intention to build on a relationship already based on trust, common educational objectives, and to ensure *HCS* has resources for the *HCS* to achieve clear accountability, through which they will work together to bring educational excellence to the *HCS*, and because of the *Parties*’ shared goals; and

WHEREAS, for and during the *Term* (as hereinafter defined in Section 9.a) of this *Agreement*, the *Board* desires that *FH* provide certain services to *HCS* as set forth herein, and *FH* desires to provide such services to *HCS* in a manner that is fully consistent with the charter of *HCS* and applicable law.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the *Parties* agree as follows:

1. DEFINITIONS

- a. “*Chartering Authority*” refers to the school district or authorizer authorizing and supervising the charter held by *HCS*.
- b. “*Charter School Law*” means the laws permitting the creation of charter schools in California and governing the development and operation of charter schools in California, including the California Charter Schools Act of 1992, as amended (Education Code §§ 47600 *et seq.*).
- c. “*Marks*” means all trademarks, service marks, design marks, trade names, domain names, service names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to each *Party*.
- d. “*Regulatory Authority*” means any United States federal, state or local government, or political subdivision thereof, any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), any arbitrator or arbitral body, or any similar body, including each *Chartering Authority*.
- e. “*FHvices*” means all the services provided by *FH* to *HCS* pursuant to, and as described more fully in, this *Agreement*.
- f. “*State*” means the State of California.

2. REPRESENTATIONS AND WARRANTIES

- a. Representations and Warranties of *FH*. *FH* represents and warrants as follows:
 - i. Organization and Tax-exempt Status. *FH* is authorized to do business in the *State*. *FH* has been granted tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code and, shall at all times during the *Term*, be duly organized under the laws of the *State* and shall be exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Should the Internal Revenue Service require changes to this *Agreement* in conjunction with the continuation of the tax- exempt status of *FH*, both *Parties* will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.
 - ii. Authority. Subject to the last two sentences of clause (i) above, *FH* has all requisite power and authority to execute and deliver this *Agreement*, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This *Agreement* constitutes a valid and binding obligation of *FH*, enforceable against *FH* in accordance with its terms.
 - iii. Full Disclosure. No representation or warranty of herein and no statement, information or certificate furnished or to be furnished by *FH* pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

iv. Conduct of **FH**. **FH** has complied, and at all times during the **Term** will comply, in all material respects, with all local, state, and federal laws and regulations that are applicable to **FH**, which include, but are not limited to, the Internal Revenue Code and the California Corporations Code, as each may be amended. **FH** has maintained and will maintain adequate records of the activities and decisions of **FH** to ensure and document compliance with all such laws and regulations. **FH** agrees to provide **HCS** with copies of all such records, and to allow **HCS**, at **HCS**'s reasonable discretion, to assist with the preparation and retention of such records.

v. Insurance. **FH** maintains in effect all insurance as required to perform its obligations hereunder, including the insurance. **HCS** is responsible for all costs associated with obtaining such insurance.

b. Representations and Warranties of **HCS**. **HCS** represents and warrants as follows:

i. Organization and Tax-Exempt Status. **HCS** is authorized to do business in the **State**. **HCS** is, and at all times during the **Term** will be, duly organized under the laws of the **State** and is exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Should the Internal Revenue Service require changes to this **Agreement** in conjunction with the continuation of tax-exempt status of **HCS**, both **Parties** will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

ii. Authority. Subject to the last two sentences of clause (i) above, **HCS** has all requisite power and authority to execute and deliver this **Agreement**, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This **Agreement** constitutes a valid and binding obligation of **HCS**, enforceable against **HCS** in accordance with its respective terms.

iii. Full Disclosure. No representation or warranty of **HCS** herein and no statement, information or certificate furnished or to be furnished by **HCS** pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

iv. Conduct of **HCS** and the **Board**. **HCS** has materially complied, and at all times during the **Term** will comply, in all material respects, with all local, **State** and federal laws and regulations that are applicable to **HCS**, which include, but are not limited to, the Internal Revenue Code, the California Corporations Code, the open records and meetings laws of **State**, and the **Charter School Law**, as each may be amended. **HCS** has maintained and will maintain adequate records of the activities and decisions of **HCS** to ensure and document compliance with all such laws and regulations. **HCS** agrees to provide **FH** with copies of all such records, and to allow **FH**, at **FH**'s reasonable discretion, to assist with the preparation and retention of such records.

v. Due Authorization. **HCS** is authorized to organize and operate **HCS**, and such charter school is vested by the **Chartering Authority** with all powers necessary to carry out the educational program outlined in its charter (the "**HCS Charter**"). **HCS** shall at all times retain all rights, responsibilities and obligations under the **HCS Charter** and nothing in this **Agreement** is or shall be interpreted in a manner inconsistent with the **HCS Charter**.

vi. Insurance. **HCS** maintains in effect all insurance as required by the **HCS Charter**. Subject to the requirements of the **HCS Charter**, **FH** will assist **HCS** in selecting and procuring the level of insurance coverage as it deems appropriate.

3. AUTHORITY

a. HCS's Fully Retained Duties and Authority. **HCS** hereby authorizes **FH** to undertake the functions specified in this **Agreement** in regards to educational and administrative services, it being understood that, at all times, **HCS** remains accountable to the **Chartering Authority** and **State** authorities, as provided for in this **Agreement**, the **HCS Charter**, and to applicable law. For the sake of clarity, the **Parties** agree that the **Board**, and not **FH**, shall maintain the ultimate fiduciary responsibility for **HCS**. **FH** shall not be required to provide any services to the extent provision thereof: (a) is or becomes impracticable, in any material respect, as a result of a cause or causes outside 's reasonable control, or (b) would require to violate any law or other binding commitment of to any **Regulatory Authority** or as imposed by law.

b. Authority to Subcontract. **FH** may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract permitted hereunder shall relieve or discharge **FH** from any obligation or liability under this **Agreement** and provided that no such subcontract permitted hereunder shall constitute a majority of **FH's** duties under this **Agreement**. Nothing in this Section 3.b authorizes **FH** to subcontract in a manner that is not permitted by applicable law or any provisions of the **HCS Charter**.

c. School District Authority. Nothing in this **Agreement** shall be construed in any way to limit the authority of the **Chartering Authority**, including, but not limited to, the authority to take and enforce action pursuant to the **Charter School Law**.

d. Conflict with Applicable Charter. To the extent there are any conflicts between the terms of the **HCS Charter** and the terms of this **Agreement**, the terms of the **HCS Charter** shall control.

4. RIGHTS, DUTIES AND OBLIGATIONS OF

In addition to the duties and obligations otherwise set forth in this **Agreement**, **FH** shall have the following rights, duties and obligations:

A. Administrative Services:

1. General Administrative Services. In exchange for the **FH Service Fee** described in Section 6 and paid by **HCS** to **FH**, **FH** will provide the services as and to the extent more specifically described in the balance of this Section 4 (the "**FH Services**"). **FH** may perform functions off-site, except as prohibited by law or otherwise restricted by the **Board**. **FH** may utilize web-based systems to provide support and services to **HCS**. **FH** shall provide reports indicating the services **FH** has provided to **HCS**, as contemplated by this **Agreement**, as and when the **Board** shall reasonably request, but no less frequently than an annual year-end report. To the extent that **HCS** wishes to contract with a third party unrelated to for any administrative services not then being provided by (a "**Third Party Agreement**"), such **Third Party Agreement** cannot be effective and shall be expressly conditioned upon the right of **FH**, after thirty (30) days written notice (including a description of such proposed **Third Party Agreement**) by **HCS** to **FH**, to agree to perform such services upon reasonably comparable terms (the reasonableness of the comparison being determined by **FH** in the exercise of its discretion) (the "**Alternative**"). If **FH** does not notify **HCS** of its intention to cause **HCS** to refuse the **Third Party Agreement** and enter into an alternative agreement with **FH** within the aforementioned notice period, then **HCS** may proceed with the **Third Party Agreement**. For the avoidance of doubt, **HCS** agrees that it will not permit and is not authorized to permit a **Third Party Agreement** to become effective unless and until **FH** has fully exercised its right of review and first refusal within the terms of this Section 4.A.1.

2. Public Relations and IP. **FH** shall provide public relations services to **HCS**, as determined by further mutual agreement of the **Parties**, in order to advance the shared mission of **FH** and **HCS** as set forth above in the recitals to this **Agreement**. **HCS** may provide **FH** a non-exclusive, limited license to use those Heartland Charter School **Marks** or any other Heartland Charter School intellectual property as may be owned or under license to **HCS**, as may be requested by **FH** from time to time, whether registered or unregistered, whether subject to application or not (the **Heartland Charter School IP**). Without limitation, and subject to consultation with the **HCS**, **FH** shall act as **HCS**'s representative on all matters relating to public relations and public information, including, without limitation, preparing press releases on topics relating to the shared mission of **FH** and **HCS** as set forth above in the recitals to this **Agreement**.

3. Financial Services (Accounting, Bookkeeping, Payroll, Procurement, and other Financial Functions). Subject to the terms of this **Agreement**, **FH** shall be responsible and accountable for all financial functions in respect of **HCS**, including, without limitation:

a. Preparation and submission of financial reports including all required **State** financial reporting including but not limited to annual audited financial reports, annual budgets, 1st and 2nd Interims, unaudited actual reportings, P1 and P2 reportings, non-classroom based funding determinations when applicable, annual LCAP spending reporting and monthly financial statements to **HCS**;

i. Coordination and processing of payments of **HCS**'s expenditures;

ii. Management of cash balances to cover **HCS**'s payroll and payments to vendors;

iii. Coordination of and payment of **HCS**'s **Board** stipends as described in Section 4.e below;

iv. Coordination and processing of **HCS**'s payroll and tax reporting and other filings in accordance with the specific procedures and guidelines as designated and updated from time to time by **HCS** personnel;

v. Coordination and management the annual independent audit of **HCS**'s financial statements. The cost of the audit will be the sole expense of **HCS**.

vi. Assistance with Western Association of Schools and Colleges (WASC) financial reviews, when applicable.

vii. Coordination and management of all equipment leasing

viii. Assistance and monitoring of spending and general administration of grant funding in compliance with specific terms and conditions of said grants and participation in any audits related thereto; and,

ix. Acquisition and management of external financing as needed.

x. Leases.

b. **Board** Facilitation. **FH** shall coordinate the scheduling of and documentation of meetings of the **Board**, including the preparation of agendas, preparation of minutes and payment of **Board** stipends. **FH** will coordinate the annual **Board** member training to include training in **HCS**

protocols, best practices and legal updates. All training will be for the purpose of supporting **HCS**'s education mission and other related official school business.

c. Strategic Planning and Implementation. **FH** will assist **HCS** in the development of key long term goals for **HCS** in meeting its academic, funding, reporting, accountability, growth requirements and in analyzing the political and legislative educational climate. **FH** will assist in setting priorities, focusing resources, strengthening operations, insuring that employees at all levels are working toward common goals, establishing consensus around intended results, and assessing and adjusting the organizational direction in response to its changing environment.

d. HCS Policies. **FH** may make reasonable recommendations to **HCS** concerning its calendar, policies, rules, regulations, procedures, personnel, and budget, as appropriate and consistent with the shared mission of the **Parties** as set forth in the above recitals. For the avoidance of doubt, **HCS** retains sole and complete control over the foregoing policies.

e. Human Capital Management.

i. **FH** shall assist in recruiting, screening and recommending certificated and non- certificated individuals for employment by **HCS**;

ii. **FH** shall also provide pre-employment screening services, verify, check and monitor credentials for certificated staff;

iii. **FH** shall coordinate and administer health, life and retirement benefits for **HCS** employees, including certificated and non-certificated staff. **HCS** shall be solely responsible for the costs of these benefits;

iv. **FH** will develop and provide new hire employee orientation, training; onboarding (at the time of hiring) and off-boarding (upon termination). **FH** will also provide all required **State** and federal mandated training to applicable **HCS** employees. **FH** and **HCS** shall comply with all applicable federal and **State** laws, concerning employee welfare, safety and health;

v. **FH** will administer and track leave of absence benefits and monitor employee work related injuries;

vi. **FH** will also assist **HCS** with its **Authorizer**'s annual oversight visit.

vii. **FH**, on behalf of **HCS**, shall secure and maintain the insurance policies which shall be in the amounts that are no less than the minimum levels required by **HCS**, applicable law or both. Liability, casualty, and property insurance for any facility leased directly and/or managed by **HCS** and any capital equipment or furniture leased directly and/or managed by **HCS**, as well as Directors and Officer's Insurance in the amount required by **HCS** or the **Authorizer**. All premiums and costs will be the responsibility of **HCS**.

f. Files and Records. **FH** shall supervise and maintain temporary custody (for the joint benefit of **HCS** and **FH** of all files and records relating to the Services. **FH** acknowledges that all records, data, communications, and other property of **HCS** entrusted or loaned to **FH** during the term of this **Agreement** are **HCS**'s property and **FH** agrees to return any such material to **HCS** immediately upon the termination of this **Agreement**.

g. Operations Management. **FH** will provide day-to-day operational oversight for **HCS** in all administrative operational areas including without limitation: human capital, facilities

(procurement and management), financial matters, and (as appropriate) legal representation. **FH** will work cooperatively with **HCS** on all recommendations and actions.

h. Reporting Requirements to the **Board**. **FH** shall report to the **Board** an annual year-end report and more frequently as the **Board** shall reasonably request on all actions taken or proposed to be taken by **FH** under this **Agreement**.

B. *Educational Services*

1. Educational Program: **FH** will work in collaboration with **HCS** on development and implementation of the educational model provided to **HCS**. **FH** will work with **HCS** to effectuate any necessary change in the educational program, recognizing that essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement of efficiency, provided that such changes shall be consistent with the Mission and Purpose of **HCS**.

2. Professional Development: **FH** will provide the resources and plans to the **HCS** staff to enhance their effectiveness to meet and exceed the educational standard established by the State of California or otherwise required by **HCS**.

3. Testing and Assessments: **FH** will assist **HCS** in the administration of all **State** required testing and other State mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of California's standardize test or other **State** mandated testing;

4. Student Records Support: **FH** will provide maintenance of **HCS**'s Student Records in accordance with state, local and federal requirements.

5. Technology: **FH** will provide a comprehensive Computer Technology and IT infrastructure solution to **HCS** office space and employees which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services. **HCS** will pay directly or reimburse **FH** for all technology costs.

6. Services to Special Needs Students: **FH** will assist **HCS** in the development of Special Education Protocols which Special Education Services are provided including procuring related service providers to students with special education needs **HCS** or any students who have, will have or require an Individualized Education Program ("IEP"). All service provider costs will be the sole responsibility of **HCS**; Provide consultative support and management of the **HCS** day-to-day operations of Special Education Services. **FH** will develop and oversee the academic counseling and other related services to the **HCS** students.

7. Instructional Materials: **FH** shall develop curriculum and coordinate the purchase of the curriculum and instructional materials to be used by **HCS** in order to offer interesting and challenging curricula for the purpose of allowing students to progress as quickly as their capabilities will allow. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the program will be formulated based on an initial assessment of the student's skill levels in reading, math and other core courses. **HCS** will be responsible for all curriculum and instructional material costs. **FH** shall retain all ownership and copyrights to any curricular material created by **FH** for the use by **HCS**.

8. Marketing/Branding: **FH** will provide **HCS** the design of all branded materials, including promo items, website design, collateral, wearables, print assets including tri-fold brochures, rack cards, newsletters, event fliers, graduation programs, and more. **FH** will establish brand and communication strategies across all channels and promote the brand. **FH** will maintain the **HCS** public website that will contain any information required by **HCS** and applicable state law. **FH** will review and provide a report of all social media properties, which may include Facebook, Twitter, Instagram, and LinkedIn and provide refinements to increase traffic. **FH** will coordinate and manage all third party vendors on behalf of **HCS**. **HCS** will be solely responsible for those third party vendor costs.

9. Community Relationships: **FH** shall coordinate **HCS**'s community relationships, including with local non-profits, governmental agencies, local businesses and higher education institutions.

10. Student Information: **FH** will serve as the liaison between **HCS** and the Student Information System Provider; perform quality data tracking, including but not limited to student data such as attendance, performance, etc.; and, shall coordinate and manage school data as the technology system is developed and maintained. **FH** shall prepare and submit all required State reporting regarding student enrollment, demographics, etc. **FH** will provide periodic reports on student performance, and assessments of whether educational goals and measurements are being achieved.

11. School Calendar: To the extent necessary or requested by **HCS**, **FH** will assist **HCS** with the development of calendars suitable for **HCS**'s purposes, including for funding qualification and maximization.

5. DUTIES AND OBLIGATIONS OF HCS

In addition to the duties and obligations otherwise set forth in this **Agreement**, **HCS** shall have the following duties and obligations:

a. General Principle: To the extent not otherwise specified either as a duty of **HCS** or as a duty of **FH**, all duties applicable to the proper operation of **HCS** and maintenance of applicable academic standards shall remain the duty of **HCS** and the **Board**.

b. Damage or Loss. **HCS** shall maintain adequate insurance, or otherwise hold **FH** harmless, for damage or loss to **HCS**'s property unless such damage is caused by the gross negligence or willful misconduct of **FH**.

c. HCS Employees. **HCS** shall employ all of its certificated personnel. **HCS** shall determine and manage compensation (social security and benefit) plans for its **HCS** employees, provided however that **FH** may consult with, administer and advise **HCS** with respect to said matters.

d. Annual Audit. **HCS** shall pay for an annual audit of **HCS** to be conducted in compliance with **State** law and regulations, and showing the manner in which funds are spent at and on behalf of **HCS**. The annual audit shall be performed by a certified public accountant selected by the **Board**. **FH** shall help to identify the certified public accountant.

e. Legal Services. While **FH** may make recommendations to the **Board** regarding any arrangements for legal services for **HCS**, **HCS** and the **Board** shall hire legal counsel for **HCS** and it, as **HCS** may deem appropriate and necessary, and **HCS** shall pay for its own legal services.

f. Control of Funds. All funds of **HCS** shall be maintained in **HCS** deposit accounts, over which the officers or employees of **HCS** designated by the **Board** shall have signature authority

or in accounts, which are specifically restricted for the benefit of *HCS* (the “*HCS Accounts*”). *FH* shall disburse or shall cause the disbursement of such funds out of *HCS Accounts* in the manner described in or consistent with this *Agreement*, except to the extent that any of such funds represent restricted gifts to *HCS*, in which event the funds shall be dispersed in accordance with the applicable restrictions. The *Parties* shall promulgate specific procedures and guidelines as necessary to further implement the creation, handling and investment of the funds and the *HCS Accounts* described in this Section 5.f, subject to approval by the *Board*.

g. Reporting. *HCS* shall provide *FH* with all financial and other information and reporting that *FH* reasonably requests, within such times designates in order to enable *FH* to fulfill its duties and exercise its rights under this *Agreement*, including, without limitation, to ensure *HCS* alignment with the mission of the *Parties* as set forth in the recitals to this *Agreement*.

h. Power and Authority. *HCS* shall ensure that *FH* has the requisite power and authority necessary to carry out the duties of under this *Agreement*, subject in all respects to the *HCS Charters*.

6. FINANCIAL ARRANGEMENTS

a. Funding Eligibility. *HCS* shall be responsible for complying with applicable requirements for the purpose of receiving or maintaining *HCS*’s eligibility to receive from the *Chartering Authority* the per pupil allowance to which *HCS* is entitled under applicable law. *HCS* shall apply for all *State* aid or other monies it is eligible to receive from the *Chartering Authority*. *HCS* shall permit *FH* to review any such applications and reports prior to their submission, and *FH* may have the right to assume control of the application and report process, if and to the extent *HCS* and its *Board* reasonably deem appropriate.

b. Donations and Grants. *FH* may solicit and receive, on behalf of *HCS*, grants and donations consistent with the mission and tax-exempt purpose of *HCS*, provided however, that monies raised from such fund-raising activities, which are to create specific funding sources to and for *HCS*, shall be deposited in the *HCS Accounts* and used for the benefit of *HCS*.

c. Service Fee and Third Party Costs.

i. Service Fee: As and for the *FH Services* provided by *FH* to *HCS*, for each fiscal year, *HCS* will pay to *FH* a service fee (the “*FH Service Fee*”) in the amount of twelve percent (12%) (3.5% allocated to operational/administrative services and, 8.5% to educational services.) of the *HCS*’s annual *Revenues* (the “*FH Service Fee*”). Beginning July 1, 2018, the *FH Service Fee* shall be paid by *HCS* to *FH* in twelve (12) monthly installments per year with each monthly payment being due no later than the tenth (10th) day of each month in which a payment is due. For purposes of this Section 6.c.i. the term *Revenues* shall include the full gross amount of *Revenues* received by or on behalf of the *HCS*, including, without limitation, *State* and local per pupil basic education funds and other public school *State* and local funding and federal funds specific to programs or students, but shall not include one-time federal restricted grant funds such as PCSGP grants. The amount of each monthly installment shall be based upon *HCS*’s current school year budget *Revenue*. At the end of each fiscal year after the P-2 ADA certification by the California Department of Education, which should occur no later than June 30th, a reconciliation of payments shall made based upon *HCS*’s actual *Revenues* in said year. In the event that the total amount of installment payments made by *HCS* for the subject year exceed the total amount due based upon *HCS*’s actual *Revenues*, shall refund the total amount of said overpayment to *HCS* within thirty (30) days of the end of the fiscal year. In the event that the total amount of installment payments made by *HCS* for the subject year is less than the total amount due based upon *HCS*’s actual *Revenues*, *HCS* shall pay the total amount of said underpayment to *FH* within thirty (30) days of the end of the fiscal year.

ii. Costs: In addition to the ***FH Service Fee*** provided for herein in Section 6.c.i., ***HCS*** shall also be responsible for all third party costs incurred by ***FH*** for the benefit of ***HCS***, which may include, by way of example, and without limitation, marketing expenses, legal fees, personal property purchases (such as furniture and equipment).

iii. The ***Board*** may apply to ***FH*** for financing from time to time. Any financing extended by ***FH*** to ***HCS*** shall be separately documented. In addition, ***FH*** may, in its sole discretion, provide funds for operating losses of ***HCS***, if any.

iv. ***FH*** must seek the approval of ***HCS*** prior to soliciting any non-governmental grants, donations or contributions on behalf of the ***HCS***. Any such funds so received shall be used solely in accordance with the purpose(s) for which they were solicited, applicable terms and conditions or donor restrictions, as otherwise approved by the ***Board*** of ***HCS***. Upon reasonable advanced request, ***FH*** shall provide evidence to the ***Board*** that ***HCS*** is in compliance with such requirements, and shall provide all reports, data and information reasonably necessary for ***HCS*** to meet any reporting requirements for such funding. Subject to applicable donor restrictions, the ***Board*** shall determine the allocation of any funds subject to this Section 6.c.iv. that remain unexpended following completion of the project or purpose for which the funds were originally received.

The ***FH Service Fee*** during any ***Renewal Term*** may be adjusted upon the mutual written agreement of the ***Parties***. In the event that the ***Parties*** are unable to mutually agree upon the ***FH Service Fee*** payable to ***FH*** during any ***Renewal Term***, then either ***Party*** shall have the ability to terminate this ***Agreement*** “for cause”.

7. USE OF MARKS

a. Each ***Party*** shall use the other ***Party***’s ***Marks*** only in the manner and for the duration expressly permitted in writing by the other ***Party***. Neither ***Party*** shall acquire any interest in the other ***Party***’s ***Marks***. Neither ***Party*** shall utilize the other ***Party***’s ***Marks*** in any manner that would diminish their value or harm the reputation of the other ***Party***.

b. Upon termination or expiration of this ***Agreement***, neither ***Party*** shall have a right to make any use whatsoever of the ***Marks*** belonging to the other ***Party***.

8. INDEMNIFICATION

a. Survival of Representations and Warranties. All representations and warranties hereunder shall be deemed to be material and relied upon by the ***Parties*** with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such ***Party*** or ***Parties***. The representations and warranties covered in this ***Agreement*** will survive the termination or expiration of this ***Agreement***.

b. Not Liable for Operation of *HCS*. ***FH*** agrees to indemnify ***HCS*** to the extent more specifically described in the balance of this Section 8, provided however, ***FH*** shall not be liable for any matter applicable to the proper operation of ***HCS*** and applicable academic standards, which shall be the duty of ***HCS*** and the ***Board***, as set forth in Section 5.

c. Indemnification of *HCS*. To the extent permitted by applicable law, ***FH*** shall hold ***HCS*** and its officers, directors, successors, assigns, and agents (the “***HCS Indemnified Persons***”) harmless and indemnify each of them from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses or costs (“***Claims***”), plus reasonable attorneys’ fees and expenses incurred in

connection with **Claims** and/or enforcement of this **Agreement**, plus interest from the date incurred through the date of payment at the prime lending rate as published in The Wall Street Journal, from time to time prevailing (collectively, the “**Indemnified Claims**”), incurred or to be incurred by any **HCS Indemnified Persons** resulting from or arising out of, directly or indirectly, any breach or violation of **FH**’s representations, warranties, covenants, or agreements contained in this **Agreement**, except to the extent caused by the gross negligence or willful misconduct of any **HCS Indemnified Persons**.

d. Indemnification of **FH**. To the extent permitted by applicable law, **HCS** shall hold **FH** and its officers, directors, successors, assigns, and agents of each of them (the “**Indemnified Persons**”), harmless and indemnify each of them from and against any and all **Indemnified Claims** incurred or to be incurred by any of **Indemnified Persons** resulting from or arising out of, directly or indirectly, any breach or violation of **HCS**’s representations, warranties, covenants or agreements contained in this **Agreement**, except to the extent caused by the gross negligence or willful misconduct of any **Indemnified Persons**.

e. Limitations on Damages and Warranties.

i. **HCS EXPRESSLY UNDERSTANDS AND AGREES THAT **FH** MAKES NO WARRANTIES OF ANY KIND OR TYPE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding anything in this **Agreement** to the contrary, in no event shall **FH** be liable in any way to **HCS** for any **Claims** related in any way to the quality or the provision of the **FH Services** provided by **FH** to **HCS** pursuant to this **Agreement**, except as provided in Section 8(e)(ii) below.**

ii. Notwithstanding anything in this **Agreement** to the contrary and regardless of the nature of any claim or the form of any action that **HCS** may bring against **FH** as a result of or arising out of actions, errors or omissions of in failing to provide **FH Services** (“**Defective FH Service**”), **HCS**’s sole remedy shall be: (i) to demand that provide or arrange for providing the **FHvices** in accordance with this **Agreement**, or (ii) if cannot comply with (i) and the reason is not because of force majeure as described below, reimbursement of the relevant portion of the **FH Service Fee** that **HCS** paid to **FH** for such **Defective FH Service**; provided, that with respect to a **School Year**, in no event shall **FH** be required to reimburse **HCS** an amount in excess of the **FH Service Fee** for such **School Year**. For purposes of this Section 8(e)(ii) the “relevant portion of the **FH Service Fee**” shall equal the actual documented costs incurred by **HCS** to retain a third party to provide such **FH Service** during the applicable portion of the **School Year** for which such **FH Service** is required. Any reimbursement under this Section 8(e)(iii) must first be reduced by amounts that **HCS** owes to **FH** before the actions, errors or omission of **FH** giving rise to the claims. If **HCS** has not paid the **FH Service Fee** for the month the **Defective FH Service** occurs, **HCS**’s obligation to pay the relevant portion of the **FH Service Fee** for the **Defective FH Service** shall be cancelled (at which time, the obligation of to provide such **FH Services** shall be cancelled).

iii. Any other term, covenant or condition of this **Agreement** to the contrary notwithstanding, each of **HCS** and , and their respective officers, directors, employees and agents retain their statutory governmental, official and any other immunity provided pursuant to the laws of the **State** and do not waive the defenses of governmental and official immunity derived from such laws.

f. Indemnification of Third-Party Claims. The obligations and liabilities of any **Party** to indemnify the other under this Section 8 with respect to a **Claim** relating to or arising from third parties (a “**Third Party Claim**”) shall be subject to all applicable law and to the following terms and conditions:

i. Notice and Defense. The **Party** to be indemnified (the “**Indemnified Party**”) will give the **Party** from whom indemnification is sought (the “**Indemnifying Party**”) prompt written notice of any such **Third Party Claim**, and the **Indemnifying Party** may undertake the defense thereof by

representatives chosen by it. Failure to give notice shall not affect the **Indemnifying Party**'s duty or obligations under this Section 8, except to the extent the **Indemnifying Party** is prejudiced thereby. If the **Indemnifying Party** undertakes the defense of a **Third Party Claim**, then the **Indemnifying Party** shall be deemed to accept that it has an indemnification obligation under this Section 8.f with respect to such **Third Party Claim**, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such **Third Party Claim**. So long as the **Indemnifying Party** is defending any such **Third Party Claim** actively and in good faith, the **Indemnified Party** shall not settle such **Third Party Claim**. The **Indemnified Party** shall make available to the **Indemnifying Party** or its representatives all records and other materials required by them and in the possession or under the control of the **Indemnified Party**, for the use of the **Indemnifying Party** and its representatives in defending any such **Third Party Claim**, and shall in other respects give reasonable cooperation in such defense.

ii. Failure to Defend. If the **Indemnifying Party**, within thirty (30) days after notice of any such **Third Party Claim**, fails to dispute the obligation of the **Indemnifying Party** with respect to such **Third Party Claim** and fails to defend such **Third Party Claim** actively and in good faith, then the **Indemnified Party** will (upon written notice to the **Indemnifying Party**) have the right to undertake the defense, compromise or settlement of such **Third Party Claim** or consent to the entry of a judgment with respect to such **Third Party Claim**, on behalf of and for the account and risk of the **Indemnifying Party**, and the **Indemnifying Party** shall thereafter have no right to challenge the **Indemnified Party**'s defense, compromise, settlement or consent to judgment therein.

iii. Indemnified Party's Rights. Anything in this Section 8.f to the contrary notwithstanding, (i) if there is a reasonable probability that a **Third Party Claim** may materially and adversely affect the **Indemnified Party** other than as a result of money damages or other money payments, the **Indemnified Party** shall have the right to defend, compromise or settle such **Third Party Claim**, and (ii) the **Indemnifying Party** shall not, without the written consent of the **Indemnified Party**, settle or compromise any **Third Party Claim** or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the **Indemnified Party** of a release from all liability in respect of such **Third Party Claim**.

g. Payment.

i. With regard to **Indemnified Claims** between the **Parties**, **FH** shall promptly pay the **HCS Indemnified Persons** any amounts due under Section 8.c, and/or **HCS** shall promptly pay the **Indemnified Persons** any amounts due under Section 8.d. In the event that the **Indemnified Claims** between the **Parties** are disputed in whole or in part, then upon judgment, determination, settlement or compromise of such **Indemnified Claims**, the **Party** from whom indemnification is sought shall promptly pay the **Party** to be indemnified, the amounts so determined by judgment, determination, settlement or compromise.

ii. With regard to a **Third Party Claim**, the **Indemnifying Party** shall promptly pay the **Indemnified Party** any amount due under this Section 8. Upon judgment, determination, settlement or compromise of any **Third Party Claim**, the **Indemnifying Party** shall pay promptly on behalf of the **Indemnified Party**, and/or to the **Indemnified Party** in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other **Claims** of the **Indemnified Party** with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the **Indemnifying Party** desires to appeal from an adverse judgment, then the **Indemnifying Party** shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. In the event of any payment under this **Agreement**, the **Indemnifying Party** shall be subrogated to the extent of such payment to all of the rights of recovery of any **Indemnified Party**, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to

enable the **Indemnifying Party** to bring suit to enforce such rights. The **Indemnifying Party** may not waive any such subrogation rights in settlement.

h. Adjustment of Liability. In the event an **Indemnifying Party** is required to make any payment under this Section 9 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such **Indemnifying Party** shall pay the **Indemnified Party** an amount which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the **Indemnified Party** actually receives with respect thereto, minus (iii) any third party payments actually received by the **Indemnified Party** with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the **Indemnifying Party** (with the consent of the **Indemnified Party** which will not be unreasonably withheld).

9. TERM AND TERMINATION

a. Term. This **Agreement** shall have an initial term commencing on the **Effective Date** and ending on June 30, 2019 (the “**Initial Term**”), and shall automatically be renewed for additional renewal terms ending on June 30 of each subsequent year (each a “**Renewal Term**” and collectively with the **Initial Term** the “**Term**”) unless written notice of intent to terminate or renegotiate is given by either **Party** not later than March 31, prior to the end of the **Initial Term** or March 31, prior to the end of any **Renewal Term**.

b. Termination by HCS. **HCS** may terminate this **Agreement** in accordance with the following provisions:

i. Termination for Cause. Subject to the provisions of Section 9.b.ii below, **HCS** may terminate this **Agreement** for cause at any time during the **Term**. For purposes of this Section 9.b, the term “**for cause**” shall mean:

(A) **FH** becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors;

(B) **FH** violates any material provision of law with respect to **HCS** from which **HCS** was not specifically exempted;

(C) **FH** materially breaches any of the material terms and conditions of this Agreement;

(D) the **Parties** are unable to mutually agree upon the **FH Service Fee** payable to during any **Renewal Term**;

(E) **FH**’s corporate status is revoked by the California Secretary of State;

(F) **FH** loses its tax-exempt status; or

(G) the enactment, repeal, promulgation or withdrawal of any federal, **State** or local law, regulation, or court or administrative decision or order finding that this **Agreement**, the operation of **HCS** in conformity with this **Agreement** or **HCS**’s **Charter** with the **Chartering Authority** violates **HCS**’s, the **Chartering Authority**’s or the **State**’s responsibilities, duties or obligations under the federal or **State** constitutions, statutes, laws, rules or regulations, or any contract or agreement.

ii. Right to Cure. Prior to exercising its right to terminate this *Agreement* pursuant to Section 9.b.i, *HCS* shall give written notice of its basis for terminating this *Agreement* (a “*Termination Notice*”). If the termination is “for cause”, the *Termination Notice* shall specify the section of this *Agreement* upon which *HCS* is relying for the termination and the requirements for correction of the breach. Upon receipt of the *Termination Notice*, *FH* shall have sixty (60) days to remedy the breach. If the breach is not corrected within the cure period, *HCS* may immediately terminate the *Agreement*.

c. Termination by *FH*. *FH* may terminate this *Agreement* in accordance with the following provisions:

i. Termination For Cause. Subject to the provisions of Section 9.c.ii below, *FH* may terminate this *Agreement* for cause at any time during the *Term*. For purposes of this Section 9.c.i, the term “for cause” shall mean that:

(A) *HCS* materially breaches any of the material terms and conditions of this *Agreement*;

(B) *HCS* fails to comply with its Bylaws and such failure materially and adversely affects the ability of *HCS* to operate as contemplated by this *Agreement*;

(C) *HCS* violates any material provision of law with respect to *HCS* from which *HCS* was not specifically exempted;

(D) *HCS* takes any action which materially interferes with the ability of *FH* to perform under this *Agreement*;

(E) a *Chartering Authority* notifies either *Party* of its intention to revoke a *HCS*’s *Charter*, or does so;

(F) the *State* notifies either *Party* of its intention to revoke *HCS*’s *Charter* between the *Chartering Authority* and *HCS* pursuant to *State* statute, or does so;

(G) the *Parties* are unable to mutually agree upon the *FH Service Fee* payable to during any *Renewal Term*;

(H) the enactment, repeal, promulgation or withdrawal of any federal, *State* or local law, regulation, or court or administrative decision or order finding that this *Agreement*, the operation of *HCS* in conformity with this *Agreement* or *HCS*’s *Charter* with the *Chartering Authority* violates *HCS*’s, the *Chartering Authority*’s or the *State*’s responsibilities, duties or obligations under the federal or *State* constitutions, statutes, laws, rules or regulations, or any contract or agreement; or

ii. *HCS* Right to Cure. Prior to exercising its right to terminate this *Agreement* pursuant to Section 9.c.i, *FH* shall give *HCS* a *Termination Notice* specifying the section of this *Agreement* upon which *FH* is relying for the termination and the requirements for correction of the breach. Upon receipt of the *Termination Notice*, *HCS* shall have sixty (60) days to remedy the breach. If the breach is not corrected within the cure period, *FH* may immediately terminate this *Agreement*.

d. Termination Upon Agreement of the *Parties*. This *Agreement* may be terminated upon written agreement of the *Parties*.

e. Avoidance of Disruptions to Students. Notwithstanding the foregoing provisions of this Section 9, each *Party* shall use its good faith best efforts to avoid a termination of this

Agreement that becomes effective during the *School Year* because of the disruption to the educational program and the students. Therefore, in the event this *Agreement* is terminated by either *Party* prior to the end of the *Term*, absent unusual and compelling circumstances, the termination will not become effective until the end of the *School Year*.

f. Payment of *FH Service Fee*. Upon termination of this *Agreement*, *HCS* shall pay *FH* any previously due and unpaid portion of the *FH Service Fee* for *FH Services* performed by *FH* until the time of termination.

g. Assistance Following Termination by *FH*. In the event of termination of this *Agreement* by *FH*, *FH* shall provide reasonable assistance to *HCS* for the shorter of the remainder of the current *School Year* or ninety (90) days after the effective date of termination of this *Agreement* (the “*Termination Assistance Period*”), to assist in the transition to another service provider. During the *Termination Assistance Period*, will be entitled to receive and *HCS* shall continue to pay *FH*’s *FH Service Fee* and shall reimburse for all reasonable expenses incurred by *HCS* in providing such transition assistance.

h. Records upon Termination. Upon termination or expiration of this *Agreement* for any reason, shall give to *HCS* as soon as practicably possible all student, fiscal, and other *HCS* records.

10. PROTECTION OF STUDENT INFORMATION

The *Parties* each acknowledge that *HCS* is a California public entity subject to *State* and federal laws governing education, including the California Education Code, the California Student Online Personal Information Protection Act (“*SOPIPA*”) (effective as of January 1, 2016), the federal Children’s Online Privacy and Protection Act (“*COPPA*”), and the federal Family Education Rights and Privacy Act (“*FERPA*”). The *Parties* further acknowledge that *FH* is a “third party” under California Education Code Section 49073.1(d)(6), which defines “third party” as a provider of digital educational software or services, including cloud-based services, for the digital storage, management and retrieval of pupil records. As such the *Parties* agree to the following terms in compliance with California Educational Code Section 49073.1:

a. Ownership and Control of Public Records. The pupil records shall continue to be the property of and under the control of *HCS*. For purposes of this Section 10:

i. “pupil records” means both any information directly related to a pupil that is maintained by *HCS* and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other *HCS* employee;

ii. “pupil records” does not mean de-identified information, including aggregated de-identified information, used by (i) to improve educational products for adaptive learning purposes and for customizing pupil learning, (ii) to demonstrate the effectiveness of *FH*’s products in the marketing of those products, or (iii) for the development and improvement of educational sites, services or application; and

iii. “de-identified information” means information that cannot be used to identify an individual pupil.

b. Ownership and Control of Pupil-Generated Content. To the extent *FH*’s products provided by *FH* contain any pupil-generated content from the pupils of *HCS*, the pupils may retain possession and control of their own pupil-generated content, or may transfer pupil-generated content to a personal account. In such case, *HCS* shall promptly notify *FH* and forward a copy of any such pupil request to *FH*,

and **FH** will process the written request and work with **HCS** to return the pupil-generated content in a format acceptable to **HCS** within five (5) business days after **FH** receives **HCS**'s request. For purposes of this **Agreement**, "pupil generated content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs and account information that enables ongoing ownership of pupil content, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

c. Use of Pupil Records. **FH** shall not use any information in the pupil records for any purpose other than those required or specifically permitted by this Agreement.

d. Review of Pupil Records. A parent or legal guardian, or eligible pupil (meaning a pupil who has reached 18 years of age) may review personally identifiable information in the pupil's records and correct erroneous information by notifying either **HCS**'s or **FH**'s student services department in writing of such request. **HCS** will meet with the parent, legal guardian or eligible pupil to review and correct any information in the pupil's records that can be changed in accordance with **HCS**'s policies. **HCS** will notify **FH** of the need to review pupil records and/or make corrections to any pupil records in writing. Corrections or changes to pupil records must follow **HCS** or the **HCS Charter School**'s policies. **FH** shall provide records and/or correct such errors within five (5) business days of receipt of written notice. **FH** shall cooperate with **HCS** to review and/or correct pupil records.

e. Security and Confidentiality of Pupil Records. **FH** agrees to hold pupil records in strict confidence. **FH** shall not use or disclose pupil records received from or on behalf of **HCS** and except as permitted or required by this **Agreement**, as required by law, or as otherwise authorized in writing by **HCS**. **FH** agrees that it will protect the pupil records it receives from or on behalf of **HCS** according to commercially acceptable standards and no less rigorously than it protects its own confidential information. **FH** will designate and train responsible individuals to ensure the security and confidentiality of pupil records. **FH** shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted pupil records received from or on behalf of **HCS**. Pupil records shall not be stored or transmitted outside of the United States.

f. Unauthorized Disclosure Notification Process. **FH**, within one (1) business day of discovery, shall report to **HCS** any use or disclosure of pupil records not authorized by this **Agreement**. **FH**'s report shall identify (i) the nature of the unauthorized use or disclosure, (ii) the pupil records used or disclosed, (iii) who made or is believed to have made the unauthorized use or received the unauthorized disclosure, (iv) what has done or shall do mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action **FH** has taken or shall take to prevent future similar unauthorized use or disclosure. **FH** shall provide to **HCS** such other information, including written reports as reasonably requested by **HCS**. If the nature of the breach reported to **HCS** involves an unauthorized disclosure of pupil records, the parties will work together to prepare and send, within five (5) business days, written notification to the parents, legal guardians or eligible pupils detailing the breach and the next steps to be taken to address the specific unauthorized disclosure. Compliance with these requirements shall not, in itself, absolve **FH** of liability in the event of an unauthorized disclosure of pupil records.

g. Certification of Non-Retention and Destruction of Pupil Records. **FH** certifies that pupil records shall not be retained or available to **FH** upon completion of the term of this **Agreement**. At the termination of this **Agreement**, pupil records in the possession of **FH** shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of this **Agreement**, **FH** shall return all pupil records to **HCS** in a format acceptable to **HCS**, or if return is not feasible as determined by **HCS** in written notice to **FH**, destroy all pupil records; provided, however, **FH** shall not destroy any

pupil records without express prior written permission of **HCS**. **FH** shall comply with all known litigation holds or orders to preserve pupil records.

h. Compliance with FERPA and other Applicable Laws. **HCS** and **FH** will jointly ensure compliance with the federal FERPA (as defined in this Section 10) (20 U.S.C. §1232g) by following the confidentiality provisions and access to/release of educational records requirements as set forth in this **Agreement**, and applicable **HCS** policies. The parties acknowledge and agree that the **HCS** is subject to federal, state and local laws relating to the protection of “personally identifiable information” (“**PII**”) of students, including FERPA. For purposes of this **Agreement**, the term “personally identifiable information” means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data. **FH** is obtaining such **PII** as a “school official” under 34 CFR Section 99.31 for the purpose of providing the services under this **Agreement**. In addition to FERPA, **FH** shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to with regard to the **FHvices** being provided by and regarding the protection of pupil records and **PII**, including but not limited to California Education Code Section 49060 *et seq.*, COPPA and SOPIPA (as such terms are defined in this Section 10). **FH** acknowledges that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of pupil records, and **FH** will comply with all such requirements.

i. Prohibition on Targeted Marketing. **FH** shall not use **PII** in pupil records to engage in targeted advertising.

j. Cyber Liability Insurance and Indemnity. **FH** shall obtain and maintain for the **Term** of this **Agreement** Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) aggregate including but not limited to coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of information, business interruption, cyber extortion and corruption, and denial of service. **FH** shall indemnify, defend and hold **HCS** (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including **HCS**’s costs and reasonable attorney’s fees, which arise as a result of any such unauthorized disclosures or misuse of pupil records through the **FHvices** provided by **FH**, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of **HCS**.

11. MISCELLANEOUS

a. Governing Law. This **Agreement** shall be governed by, construed, interpreted and enforced in accordance with the laws of the **State**, without giving effect to the principles of conflict of laws thereof. The **Parties** hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any actions or proceedings arising out of or in connection with this Agreement brought in the courts of the **State** and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

b. Alternative Dispute Resolution.

i. Good Faith Negotiation of Disputes. The **Parties** agree to cooperate in good faith in all actions relating to this **Agreement**, to communicate openly and honestly, and generally to attempt to avoid disputes. If, nevertheless, a dispute relating to any commercial transaction arises in connection with this **Agreement**, either **Party** may give notice to the other **Party** of intent to negotiate, and the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner. In the event any dispute or claim arising out of or relating to this **Agreement** or the relationship resulting in or from this

Agreement (a “*Dispute*”), except for any *Excluded Claims* (as defined below), is unable to be resolved by the *Parties* (or if one of the *Parties* refuses to participate in such negotiations) within twenty (20) days from the notice of intent to negotiate, either *Party* may give written notice to the other (in accordance with Section 11.j) that the *Dispute* shall be resolved in accordance with this Section 11.b alternative dispute resolution procedures.

ii. Binding Arbitration Except With Respect to Excluded Claims. Any *Dispute*, except for any *Excluded Claims*, will be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of Alternative Dispute Resolution, Inc. (the “*Arbitration Rules*”), except as stated below. Within seven (7) calendar days following the giving by either *Party* of a written notice to arbitrate, the *Parties* shall jointly select a single arbitrator who shall hear the *Dispute*. The arbitrator shall convene a hearing as soon as possible thereafter. Each *Party* may present witnesses, documentary, and other evidence in its behalf, but strict rules of evidence shall not apply. The arbitrator shall permit the filing of briefs upon request of either *Party*. The arbitrator shall issue a written opinion concerning the matters in controversy together with an award. The arbitrator shall issue the award within thirty (30) days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof.

iii. Notices. All *Notices* (defined below), arbitration claims, responses, requests and documents will be sufficiently given or served if mailed or delivered in the manner described in the notice provision of this *Agreement*.

iv. Award, Confirmation. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrator is not empowered to award punitive damages. Any award rendered by the arbitrator may be entered as a judgment or order and confirmed or enforced by either *Party* in any court having competent jurisdiction thereof.

v. Expense Shifting For Arbitration Avoidance. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, and except for any *Excluded Claims*, which claims are not subject to arbitration, no *Party* may seek judicial relief. In the event any *Party* violates this provision and brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, such *Party* will be liable to the other *Party* for, among other things, all of the other *Party*’s costs and expenses (including, without limitation, court costs and attorneys’ fees) incurred to stay or dismiss such judicial action and/or remove or remand it to arbitration. It shall not be a violation of this arbitration provision for the *Party* entitled to collect such costs and expenses to seek to have them included in a judicial order of dismissal, removal, or remand. In the alternative, such *Party* may seek an immediate and separate award of such costs and expenses at the outset of the arbitration, which the arbitrator must grant, and the *Party* may seek immediately to confirm such award of costs and expenses. In addition, if either *Party* brings any judicial action to vacate or modify any award rendered pursuant to arbitration, or opposes a judicial action to confirm such award, and the *Party* bringing or opposing such action or opposing confirmation of such award does not prevail, such *Party* will pay all of the costs and expenses (including, without limitation, court costs, arbitrators fees and expenses and attorneys’ fees) incurred by the other *Party* in defending against the action to vacate or modify such award or in pursuing confirmation of such award. The cost- shifting provisions of the preceding sentence shall apply equally to appeals of judicial decisions to which the preceding sentence applies. It shall not be a violation of this arbitration provision for the *Party* entitled to collect such costs and expenses to seek to have them included in a judicial order dealing with confirmation, vacation, or modification of an award, or any order on an appeal to which the preceding sentence applies.

vi. Excluded Claims. “*Excluded Claims*” means (i) any claim by either *Party* relating to its intellectual property rights; (ii) any claim by either *Party* arising under or related to the *Charter School Law*, or the Internal Revenue Code of 1986, as both may be amended, and (iii) any claim arising under or related to the protection of student information as detailed in Section 10.

c. Breach and Waiver. No failure on the part of any **Party** to enforce the provisions of this **Agreement** shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this **Agreement** shall (a) be effective unless it is in writing and executed by the **Party** charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly and narrowly construed. No delay in enforcing any right or remedy as a result of a breach of this **Agreement** shall constitute a waiver thereof. No waiver of any provision of this **Agreement** shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

d. No Third Party Beneficiary Rights. With the exception of the **Chartering Authority**, no third party, whether a constituent of **HCS**, a member of the community, a student or parent of a student of any **HCS** or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, **HCS** or **FH** in this **Agreement**. This **Agreement** is not intended to create any rights of a third party beneficiary.

e. Negligent, Wrongful or Unlawful Acts of a Party. Nothing in this **Agreement** shall affect or alter in any way responsibility of either **Party** of this **Agreement** for the negligent, wrongful or unlawful act of that **Party**'s employees, agents or contractors.

f. Delegation of Authority. Nothing in this **Agreement** shall be construed as delegating to **FH** any of the powers or authority of **HCS** or the **Board**, which are not subject to delegation by **HCS** or the **Board** under the **Charter School Law**, applicable **State** law or the **HCS Charter**.

g. Compliance with Laws. Unless specifically waived by appropriate governmental authority, **FH** shall comply with all applicable laws, rules, regulations, ordinances, orders or other requirements of the **State** and any governmental authority relating to its delivery of the goods or services specified in this **Agreement**.

h. Incorporation of Recitals. The recitals to this **Agreement** are hereby incorporated herein as an integral part of this **Agreement**.

i. Inspection and Access to Records. Upon reasonable notice, the **Parties** shall make available to each other and to the **Chartering Authority** for inspection and copying, all books, records, and documents relating to the **Parties**' obligations and performance under this **Agreement**.

j. Notices. All notices, demands, consents or other communications ("**Notices**") which either **Party** may be required or desire to give to the other **Party** shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five (5) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile, on the date the facsimile transmission is confirmed, provided that, on such date, a separate copy is also delivered pursuant to clause (b) or (c). Delivery by mail, overnight carrier or facsimile shall be addressed to the **Parties** as follows:

i. **FH**

ii. **HCS:**

Any **Party** may change its address for notice by notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a **Party** shall be deemed delivered when so

received.

k. The parties acknowledge that, in connection herewith, BLANK ROME, LLP, a limited liability partnership ("**BR**") has represented **FH** and **HCS**. Each **Party** acknowledges that (a) the foregoing has been discussed fully with that **Party**, (b) each **Party** could have been represented by independent or different counsel of that **Party's** own choosing, and (c) **BR** owes no duty to any **Party** other than **FH** and **HCS**. Each **Party** specifically consents to the foregoing dual representation by **BR** and waives any objection to the foregoing representation in connection with all matters relating to this **Agreement**.

l. Defined Terms and Use of Terms. All defined terms used in this **Agreement** shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this **Agreement**.

m. Section Headings. The headings in this **Agreement** are for the convenience of the parties only, and shall have no effect on the construction or interpretation of this **Agreement** and are not part of this **Agreement**.

n. Exhibits and Schedules. Each exhibit and each schedule to this **Agreement** to which reference is made in this **Agreement** is hereby incorporated in this **Agreement** as an integral part thereof. In the event of a conflict between the terms and provisions of this **Agreement** and the terms and provisions of any exhibits or schedules, the terms and provisions of this **Agreement** shall control.

o. Entire Agreement. This **Agreement** constitutes the entire agreement between the **Parties** with respect to the subject matter herein, as of the **Effective Date**, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the **Parties**, expressed or implied, written or oral, are superseded hereby.

p. Modifications and Amendments; No Parol Evidence. This **Agreement** (including any exhibits and schedules to this **Agreement**) is the entire agreement between the **Parties**, and may be altered, changed, added to, deleted from or modified only by agreement in writing by the **Parties**.

q. Assignment. Subject to **FH's** right to subcontract for any of the **FHvices** as set forth in Section 3.b, this **Agreement**, including without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either **Party**, whether voluntarily or involuntarily without the prior written consent of the other **Party**; provided, however, that may assign its rights and obligations under this **Agreement** to a California nonprofit organization that is (1) related to by legal, beneficial or equitable ownership or other means of control (such as parent/subsidiary or corporations under common control) and (2) dedicated to managing charter schools in the **State**. This **Agreement** shall inure to the benefit of and shall be binding upon the **Parties** and their successors and assigns, and the name of a **Party** appearing herein shall be deemed to include the name of such **Party's** successors and assigns to the extent necessary to carry out the intent of this **Agreement**.

r. Counterparts. This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement.

s. No Partnership. This **Agreement** does not constitute, and shall not be construed as constituting, a partnership or joint venture between the **Parties**.

t. Further Assurances. The **Parties** agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents, including but not limited to a

license in customary form, and will take such other actions as the other **Party** reasonably may require to more fully and efficiently carry out the terms of this **Agreement**.

u. Severability. In case any one or more of the provisions or parts of a provision contained in this **Agreement** shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this **Agreement** in such jurisdiction, but this **Agreement** shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

v. Force Majeure. Neither **Party** shall be liable to the other **Party** for any delay or failure of performance of this **Agreement**, other than the payment of any monies owed by one **Party** to the other (including the **FHvice Fee**), if the delay or failure is caused by weather conditions, earthquake, fire, flood, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any cause beyond the control of the non-performing **Party**. If a delay or failure of performance by a **Party** is caused by an event of force majeure, such **Party** shall notify the other **Party** and shall be released without any liability from its performance under this **Agreement** to the extent and for the period of time that such performance is prevented by the event of force majeure.

w. Negotiated Agreement. The provisions of this **Agreement** were negotiated by the Parties and this **Agreement** shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

IN WITNESS WHEREOF, the Parties have executed and delivered this *Agreement* as of the date first written above.

FOUNTAINHEAD, California non-profit corporation

By:_____

Name:

Title:

HEARTLAND CHARTER SCHOOL

By:_____

Universal Complaint Administrative Regulation

Heartland Charter School may otherwise specifically provide in other policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the Universal Complaint Board Policy.

The purpose of the Heartland Charter School Governing Board approving this Universal Complaint Administrative Regulation is to accomplish the following:

1. Identify the Compliance Officers
2. Outline the Notification Process of the Universal Complaint Process
3. Outline the Cost for Copies of the Charter School's UCP
4. Outline the Charter School's Responsibilities
5. Outline the Procedures for Filing of Complaints
6. Outline the Procedures for Mediation
7. Outline the Procedures for Investigating a Complaint
8. Outline the Procedures for the Report of Findings
9. Outline the Procedures for Notice of the Final Written Decision
10. Outline the Corrective Actions
11. Outline the Process for Appeals to the California Department of Education

1. **Compliance Officers:** The Charter School designates the individual(s) identified below as the employee(s) responsible for coordinating the Charter School's response to complaints and for complying with state and federal civil rights laws. The individual(s) are also listed in the Whistleblower Policy as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure compliance with law.

Director of Human Resources
1740 Huntington Dr. # 205, Duarte CA 91010
888-215-3040
hr@inspireschools.org

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Executive Director or designee who shall determine how the complaint will be investigated.

The Executive Director or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and

resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Executive Director or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Executive Director, the Executive Director's designee, or, if appropriate, the regional or department director to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the Charter School issues its final written decision, whichever occurs first.

- 2. Notifications:** The Charter School's UCP policy and administrative regulation shall be posted in all school offices, including staff lounges. (Education Code 234.1)

The Executive Director or designee shall annually provide written notification of the Charter School's UCP to students, employees, parents/guardians of students, advisory committee members, appropriate school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

The notice shall:

- Identify the person(s), position(s), or unit(s) responsible for receiving complaints
- Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
- Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
- Include statements that:
 - The Charter School has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended

for up to 90 days by the Executive Director or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

- Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, the Charter School staff shall assist him/her in the filing of the complaint.
- If a complaint is not filed in writing but the Charter School receives notice of any allegation that is subject to the UCP, the Charter School shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the Charter School will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the Charter School's educational program, including curricular and extracurricular activities.
- The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the Charter School liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the Charter School and another district.
- A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the Charter School's responsibility to:
 - Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
 - Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

- If the student has completed his/her second year of high school before the transfer, provide the student information about the Charter School-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- The complainant has a right to appeal the Charter School's decision to CDE by filing a written appeal within 15 calendar days of receiving the Charter School's decision.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the Charter School's decision.

- The appeal to CDE must include a copy of the complaint filed with the Charter School and a copy of the Charter School's decision.

3. Cost for Copies of the Charter School's UCP: Copies of the Charter School's UCP are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the Charter School web site and may be provided through the Charter School-supported social media, if available.

The Executive Director or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the Charter School's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in the Charter School speak a single primary language other than English, the Charter School's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the Charter School shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

4. The Charter School's Responsibilities: All UCP-related complaints shall be investigated and resolved within 60 calendar days of the Charter School's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Charter School shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent

corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

- 5. Filing of Complaints:** The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

- A complaint alleging violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
- Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Executive Director or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
- A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Executive Director or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
- When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
- When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the Charter School's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the Charter School shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

- 6. Mediation:** Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the Charter School shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the Charter School shall then continue with subsequent steps specified in this administrative regulation.

- 7. Investigation of Complaint:** Within ten business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the

complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the Charter School shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the Charter School to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

8. Report of Findings:

- **OPTION 1:** Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the Charter School's receipt of the complaint. (5 CCR 4631)
- **OPTION 2:** Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the Charter School's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the Charter School's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the Charter School's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

9. Final Written Decision: The Charter School's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with the Charter School's legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may

be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the Charter School's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the Charter School shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

- The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - Statements made by any witnesses
 - The relative credibility of the individuals involved
 - How the complaining individual reacted to the incident
 - Any documentary or other evidence relating to the alleged conduct
 - Past instances of similar conduct by any alleged offenders
 - Past false allegations made by the complainant
- The conclusion(s) of law
- Disposition of the complaint
- Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- The manner in which the misconduct affected one or more students' education
- The type, frequency, and duration of the misconduct
- The relationship between the alleged victim(s) and offender(s)
- The number of persons engaged in the conduct and at whom the conduct was directed

- The size of the school, location of the incidents, and context in which they occurred
- Other incidents at the school involving different individuals

Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- The corrective actions imposed on the respondent
- Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
- Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

Notice of the complainant's and respondent's right to appeal the Charter School's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- He/she may pursue available civil law remedies outside of the Charter School's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
- The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
- Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

10. Corrective Actions: When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the Charter School's environment may include, but are not limited to, actions to reinforce the Charter School's policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

- Counseling
- Academic support
- Health services
- Assignment of an escort to allow the victim to move safely about campus
- Information regarding available resources and how to report similar incidents or retaliation
- Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
- Restorative justice
- Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
- Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

- Transfer from a class or school as permitted by law
- Parent/guardian conference
- Education regarding the impact of the conduct on others
- Positive behavior support
- Referral to a student success team
- Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
- Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Charter School shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The Charter School may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the Charter School does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the Charter School shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the Charter School shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

11. Appeals to the California Department of Education: Any complainant who is dissatisfied with the Charter School's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the Charter School's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the Charter School's final written decision, he/she, in the same manner as the complainant, may file an appeal with CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the Charter School's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the Charter School's decision in that complaint. (5 CCR 4632)

Upon notification by CDE that the complainant or respondent has appealed the Charter School's decision, the Executive Director or designee shall forward the following documents to CDE: (5 CCR 4633)

- A copy of the original complaint
- A copy of the written decision
- A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision
- A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
- A report of any action taken to resolve the complaint

- A copy of the Charter School's uniform complaint procedures
- Other relevant information requested by CDE

Heartland 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.”

Universal Complaint Policy

Heartland Charter School recognizes that the Charter School has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The purpose of the Heartland Charter School Governing Board approving this Universal Complaint Policy is to accomplish the following:

1. Identify the Complaints Subject to the Universal Complaint Policy
2. Establish the Alternative Dispute Resolution Process
3. Establish the Prohibition of Retaliation
4. Identify the Maintenance of Universal Complaints
5. Identify the Complaints not Subject to Universal Complaint Policy

1. Complaints Subject to the Universal Complaint Policy: The Charter School's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

- Any complaint alleging the Charter School violation of applicable state or federal law or regulations governing adult education programs, After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other Charter School-implemented program which is listed in Education Code 64000(a)
- Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in the Charter School programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)
- Any complaint alleging the Charter School noncompliance with the requirement to provide reasonable accommodation to a lactating student at a school event or location to express breast

milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

- Any complaint alleging the Charter School noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)
- Any complaint alleging the Charter School noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)
- Any complaint, by or on behalf of any student who is a foster youth, alleging noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the Charter School's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)
- Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the Charter School after his/her second year of high school, alleging the Charter School noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or the Charter School or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)
- Any complaint alleging the Charter School noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)
- Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

2. Alternative Dispute Resolution: The Charter School recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Executive Director or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

3. Retaliation: The Charter School shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Executive Director or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

- 4. Maintenance of Universal Complaints:** The Executive Director or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and the Charter School policy.

The Executive Director or designee shall provide training to the Charter School staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

- 5. Complaints not Subject to Universal Complaint Policy:** When an allegation that is not subject to the UCP is included in a UCP complaint, the Charter School shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the Charter School's UCP. Non-Universal Complaint Policy Complaints:

- Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
- Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
- Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.
- Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the Charter School in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.
- Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Heartland 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 / Retaliation Policy

Heartland Charter School is committed to ensuring equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Heartland Charter School prohibits any such discrimination or harassment. It is the Charter School's mission to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all.

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

1. Define Harassment
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

1. Definition of Harassment: 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 Heartland Charter School to harass another student, teacher, administrator, other employee or anyone associated with Heartland Charter School 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 Heartland Charter School (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 Heartland Charter School employees have a responsibility for keeping our work environment free of harassment and discrimination.
5. **Reporting:** Heartland Charter School encourages reporting of all perceived incidents of discrimination, harassment 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, Heartland 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. Heartland 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. Heartland Charter School is serious about enforcing its policy against harassment; however, Heartland Charter School cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to Heartland 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. Heartland 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 Heartland 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. **Retaliation:** Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Heartland 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.”

Whistleblower Policy

Heartland Charter School is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including, but not limited to, federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of Heartland Charter School policy, specifically the policies contained in Heartland Charter School Employee Handbook.

The purpose of the Heartland Charter School Governing Board approving this Whistleblower Policy is to accomplish the following:

1. Identify Who to Report Suspected Violations to
2. Establish the Prohibition of Retaliation and the Consequences for Retaliation
3. Identify Who to Report Suspected Retaliation to
4. Establish Investigation Procedures

- 1. Who to Report Suspected Violations to:** An employee who wishes to report a suspected violation of law or Heartland Charter School policy may do so confidentially by contacting any of the following individuals: a supervisor, a member of the leadership team or the Director of Human Resources.
- 2. Retaliation and The Consequences for Retaliation:** Heartland Charter School expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of Heartland Charter School. Any employee who engages in retaliation will be subject to discipline, up to and including termination.
- 3. Who to Report Suspected Retaliation to:** Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the Executive Director, or the Deputy Executive Director. Any supervisor, manager, or Human Resources staff that receives complaints of retaliation must immediately inform the Executive Director, or the Deputy Executive Director.
- 4. Investigation Procedures:** Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Executive Director or Deputy Executive Director and a member of Heartland Charter School management will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

FISCAL POLICIES AND PROCEDURES MANUAL

Heartland Charter School (#)
1740 Huntington Drive #205, Duarte, CA 91010

Approved: June 6, 2018



LEGAL STRUCTURE

Heartland Charter School (“HCS”) is a California Corporation and is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

Charter Name	Charter Number	Authorizer	Start Date of Charter	Expiration Date of Charter
Heartland Charter School		Buckeye Union Elementary	7/1/2018	6/30/2023

METHOD OF ACCOUNTING

The books and records of HCS are prepared using the accrual method of accounting. Under this method, revenues are recognized when earned; expenses are recognized when incurred. However, during the year revenues are recorded as received; an accrual is recorded at year-end when all revenues are known and verifiable.

ACCOUNTING SYSTEM

Effective 07/1/17, HCS uses Abila Fund Accounting for maintaining its general ledger activities and has contracted with Charter Impact, a third-party back-office service provider, to ensure accurate and timely processing of accounting transactions, payroll, budgets, cash flow projections, financial reporting and compliance. HCS follows a customized chart of accounts modeled after the Standardized Account Code Structure (SACS) and utilizes Resources to track restricted activities.

CASH ACCOUNTS

HCS obtains board approval before opening or closing any bank or investment accounts.

HCS currently maintains the following bank accounts:

- **City National Bank** – ending in #(not yet opened)

The bank account is reconciled on a monthly basis by Charter Impact and all accounting records are kept in a secured location.

AUTHORIZED CHECK SIGNERS

The following parties are authorized to sign checks:

No account has been opened at this time

There is currently no dual signature requirement on checks; checks will be written at the school site and only in the case of an emergency.

Reimbursements to any authorized member must be approved by a different authorized individual.

Following is general information on the major accounting and transaction areas.

PURCHASES AND CASH DISBURSEMENTS

Designated staff are authorized to make purchases on behalf of HCS, after ascertaining pre-approval by the Executive Director, Director of School Support, or Senior Operating Director.

At least one of the following must accompany all cash disbursement transactions:

- Purchase Order with proper authorization
- Check Request/Employee Reimbursement Request
- Travel Reimbursement Form

All purchases require approval by the Executive Director, Director of School Support, or Senior Operating Director.

Accounts Payable Checks are processed weekly by Charter Impact.

Bill Pay Process:

1. Charter Impact receives invoices for payment each week.
2. Each invoice is reviewed for accuracy, proper authorization, and completeness. Invoices must be accompanied by a Check Request/Employee Reimbursement Request, Purchase Order and/or Packing Slip, if applicable.
3. An AP batch header is prepared or reviewed by the Office Manager, including vendor name, invoice, date and amount of all bills to be entered, evidence that each bill either properly includes sales tax or is subject to use tax (in which case a copy of the bill is filed in a binder for year-end use tax preparation), and a hash total of all bills in the batch.
4. The bills and batch header are delivered to the Accounting Clerk for review and entered into Sage. Each bill is stamped "Entered" when entered into Abila.
5. Once all bills have been entered, a report of Unposted AP Transactions is printed from Abila and submitted to the Manager for review, along with the bills and AP Batch Header.
6. Manager notates any changes and returns the reviewed AP package to the Accounting clerk for revision and posting.
7. Accounts Payable Aging and available cash balances are reviewed and invoices are selected for payment.
8. Checks are printed and matched to invoices.
9. CEO of Charter Impact reviews and signs checks or approves use of facsimile signature stamp.

ATTENDANCE AND STUDENT DATA REPORTING

HCS utilizes a student information system to track student data and attendance and to compile data for required reporting to the District and State. HCS is also responsible for completing the monthly attendance reports as well as the P1, P2 and annual attendance reports. HCS also completes data reports to ensure accurate and timely reporting of CALPADS data.

CASH MANAGEMENT

At times, cash balances may get very low due to revenue cycles. Due to this, Charter Impact performs detailed procedures to ensure knowledge of cash balances at all times and forecast cash flow needs for the future. Each week, a cash position report that reconciles the general ledger cash balances to the bank balances for the school accounts is created. A 30-Day look ahead is also updated, reflecting the total forecasted cash balances for the foreseeable future. This report is used to determine which bills to pay each week. Any forecasted cash shortages are communicated to management immediately.

TRAVEL EXPENSE REIMBURSEMENT POLICY

In general, employees will be reimbursed for any actual expenses incurred – up to the limit of the prevailing Federal Per Diem rate – while on school-related travel. These expenses must be submitted on to the Executive Director, Director of School Support, or Senior Operating Director for approval. If the Executive Director is requesting reimbursement, another authorized party must approve the form.

Mileage is also reimbursable for necessary business travel that takes an employee further from their home than their usual commute to work or that requires an employee to travel to an additional location beyond their normal work location. Mileage will be reimbursed at the prevailing Federal mileage reimbursement rate.

Overnight hotel stays are only approved in cases where an employee is attending a conference or an event that is outside of the greater Los Angeles area. Any overnight travel must be approved in advance by the Executive Director, Director of School Support, or Senior Operating Director.

Advances for travel will not be provided prior to travel.

Reimbursement requests must be submitted within 60 days of travel for payment to be honored. Any reimbursement requests that are not submitted in a timely manner may not be paid. If travel occurs in June, reimbursement requests must be received no later than July 31st in order to be included in the proper fiscal year.

PAYROLL

A personnel file will be maintained for each employee by the Office Manager and will be kept in a locked file cabinet or other secure location in the Executive Director's office.

Payroll is processed by Charter Impact for HCS via ACH processing. Payroll registers and all other required reports are maintained by Charter Impact.

Pay dates are as follows:

<u>Pay Date</u>		<u>Pay Period Covered</u>
10 th	=	1 st to 15 th of current month
25 th	=	16 th to 31 st of current month

A-Basis (12 Months) and B-Basis (11 Months) Salaried employees, including teachers, are paid on a 12-month cycle paid July – June. C-Basis (10 Months) salaried employees are paid on a 10-month cycle paid August–May. Hourly employees are paid based on hours worked as submitted on recalculated and approved time cards. The Executive Director or CFO reviews and approves entered time prior to submitting for processing. All overtime is to be approved by the Executive Director or CFO prior to being incurred.

The hours from the time sheets are logged on a Master Payroll Schedule. This schedule is reviewed by the Executive Director prior to being submitted to Charter Impact for processing. The Master Payroll Schedule includes all employees to be paid, hourly time, stipends, and time off. The Master Payroll Schedule is submitted each pay period in accordance with the payroll calendar delivered to HCS at the beginning of each year.

An Employee Handbook will outline other policies related to hours worked, vacation and sick time.

For certificated employees, a log of credential expiration dates will be maintained by the Office Manager and will be monitored on a monthly basis to ensure valid status at all times.

State Teachers' Retirement System

All employees in credentialed positions are required to participate in the State Teachers' Retirement System (STRS) for retirement benefits. STRS reporting must be done through the proper county or state agency, and reports and payments are due by the 1st business day of each month for the prior month's contributions.

CONTRACTS, LOANS, and AGREEMENTS

Contracts, Agreements, and Leases entered into by HCS, which obligate HCS to more than \$50,000, must be approved by the Board of Directors. Loans of less than \$100,000 for cash flow purposes, may be approved by the Executive Director or Director of School Support, prior to funds being accepted by the school. All loans will have a payment schedule and interest rate.

The Office Manager understands the rules regarding independent contractors, and it is HCS's practice to obtain a completed W9 Form for all service contracts in excess of \$600 in any calendar year prior to releasing payment to the vendor. Forms 1099 for applicable service providers will be prepared and filed by Charter Impact each year in accordance with IRS deadlines.

CAPITAL ASSETS

Individual assets purchased or acquired with an original cost of \$5,000 or more and a useful life exceeding one year are capitalized and reported at historical cost or estimated historical cost. This includes new or

replacement items such as computers, furniture, equipment, fixtures, etc. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are also capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the various estimated useful lives ranging from 3 to 39 years.

A physical inventory is maintained on all capital assets by the Director of School Support and the Senior Operating Director at HCS.

NON-CASH DONATIONS

All non-cash donations of equipment, books, or other supplies received by HCS shall be recorded at their fair market value at the time of donation.

RECORD RETENTION POLICY

HCS maintains a policy of retaining all accounting records for a minimum of 7 years. Accounting documents include:

- Cancelled checks (where applicable) and supporting documentation for all check requests
- Deposits
- Bank reconciliations and supporting documentation
- Journal entries
- Payroll registers and pay records, including quarterly and annual tax filings
- Capital additions schedules and supporting documentation
- Depreciation schedules
- Grants and other pertinent financial correspondence from third parties
- Year-end work papers and audit correspondence
- IRS correspondence

FISCAL REVIEW AND BUDGET PROCESS

Fiscal Review Process

The Executive Director and President of HCS and Account Manager of Charter Impact review financial reports together each month prior to Charter Impact presenting to the Board of Directors. Monthly financial reports consist of:

- Balance Sheet
- Budget vs. Actual – Year to Date - compares budget to actual activities
- Month-by-month cash flow report that is re-forecasted each month.
- Check Register for the Month
- Financial Summary highlighting key financial indicators and variances

Any material variances between budget and actual/forecasted amounts are reviewed and discussed and actions are proposed as needed to keep the school within budget overall.

Budget Process

The budget process begins in March-April of each year for the following year. During initial budget discussions, the current year forecast is reviewed in detail, and key assumptions are discussed and gathered.

The Account Manager of Charter Impact works with the Executive Director and President to develop initial draft. The draft is then presented to the Board for approval.

In the fall of each year, generally mid-November, a revised budget is drafted (when material assumptions have changed) with the newest assumptions and latest enrollment info. The same process is followed and a revised budget is approved, generally by November 30th.

In January, when the Governor's budget review is conducted, the budget is again reviewed and revisions are made only if budget changes are material.

MONTHLY AND YEAR-END FINANCIAL PROCEDURES

At the end of each month, the following procedures are completed by Charter Impact:

- Reconcile all bank accounts
- Reconcile all balance sheet accounts
- Review all revenue and expense activities for accuracy
- Review loans and verify timely payments have been made in accordance with current agreements
- Review revenues and expenses against current year budget and research large variances
- Prepare financial statements and distribute to Executive Director and President

Financial statements will be prepared and presented to the Board each month by the 30th of the month following the month-end.

At the end of each fiscal year, all balance sheet accounts are reconciled. Accounts receivable is determined and accrued based on those revenues for the current year that have been apportioned but not received as of June 30th. Charter Impact communicates directly with the auditors on financial matters affecting the audit.

Credit/Debit Card Policies and Procedures

With the increasing use of internet purchasing, Inspire Charter School – Los Angeles' (INSPL) Executive Director is authorized to augment purchasing procedures by opening and maintaining credit/debit card accounts for use by the administration and various business departments.

The Executive Director or designee will maintain appropriate fiscal controls for all accounts to ensure that public monies are not disbursed in amounts in excess of the budgeted appropriations.

No changes to requirements listed herein may take place without approval of the Board of Directors.

Purpose

The purpose of this policy is to communicate eligibility, usage and payment of expenditure requirements for all school credit/debit cards.

Policies

1. INSPL will issue a credit/debit card to eligible employees or departments only for job-related expenses.
2. Employees shall use their credit/debit cards to charge business-related expenses. Expenses must be for approved budget items only. Any items not budgeted must be authorized by the Executive Director.
3. Personal purchases of any type are strictly prohibited.
4. Employees may NOT take cash advances on credit cards.
5. The employee is responsible for all charges made to the card. The employee will be held liable for any unauthorized items appearing on the card statement.
6. Individuals who do not adhere to these policies and procedures risk revocation of their card privileges and/or disciplinary action.

Procedures

1. The Executive Director or his/her designee is responsible for authorizing the use of cards and assigning the card limit, if applicable.
2. Before any purchase is made, the employee should verify that the funds are available in his or her budget to cover the expense.
3. The employee must obtain a receipt for the purchase and include a brief description of the business purpose or the budget account code on the receipt. In the case of meals, each receipt should include the names of all persons involved in the purchase, in accordance with Internal Revenue Service regulations.
4. The receipt is to be submitted to Accounting within 30 days of card use with an expense report, if applicable.
5. Upon receipt of the card statement, Accounting will match the receipts to the individual items and assign the appropriate accounting code. The statement along with a summary will be submitted to a Supervisor for approval. Any items that do not have a receipt will be the personal responsibility of the cardholder (unless the expense is an authorized monthly deduction).
6. The employee must notify their Supervisor immediately in the event a card is lost or stolen.
7. The card is the property of INSPL. An employee leaving the employment of INSPL must surrender the card to the Business Office who will then notify the issuing authority to cancel the employee's account.

HEARTLAND CHARTER SCHOOL
INTERSCHOOL TRANSFER AND LOAN POLICY

Background:

The use of intercompany transfers or loans from one charter school to another charter school operated by the same nonprofit charter school management organization has been deemed appropriate by various charter school authorizers, reviewed by the IRS and the California State Controller's Office. Furthermore, according to the legal counsel for the California State Auditor's Office, "a nonprofit public-benefit corporation that operates multiple charter schools may temporarily loan state apportionment funds between schools, so long as the loan does not adversely affect the public school purposes of the charter school that loans the funds."

The Board of Directors of Heartland Charter School have established a policy that permits schools that it operates to obtain temporary working capital. This is accomplished by transferring reserve funds from one or more schools with a surplus to a school with a financial need. In addition, due to the nature of operating related schools, transactions such as payroll, taxes, split invoices, etc. will need to be paid from a single bank, while the expenses belong to multiple schools/business segments. Such transactions create intercompany receivables and liabilities.

These interschool loans, receivables and liabilities will be subject to Board approval on an annual basis and will not be allowed unless the lending school has sufficient capital to lend without having an adverse impact on the educational program. The borrowing school must demonstrate a specific need and shall repay the entire loan in a timely manner. A monthly update on any and all outstanding interschool loans and balances shall be provided to the Board of Directors that shall include an update on each school's financial position, amount that has been repaid, amount outstanding and anticipated repayment date.

Now, therefore be it resolved:

The Board of Directors hereby approves total interschool loan/account balances up to \$4,500,000 at any one point in time.

PASSED AND ADOPTED by the Board of Director's meeting held on _____.

Secretary's Signature

Date

**HEARTLAND CHARTER SCHOOL
RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12/31/2017), and Proposition 55 Article XIII, Section 36(e) to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of _____;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the _____ has determined to spend the monies received from the Education Protection Act as attached.

DATED: _____, 2018.

Board Member

Board Member

Board Member

Board Member

Board Member

Inspire Charter School - Heartland

2018-2019 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.

Estimated 2018-19 EPA Entitlements are estimated to be \$399,000.00

It is proposed that EPA funds be used to cover salary and benefit costs of non-administrative, certificated teaching staff (SACS Object Code 1000).