



CIRCLE OF INDEPENDENT LEARNING CHARTER SCHOOL

Charter Renewal Petition

For the term May 28, 2018 through June 30, 2023

Charter petition extension for two (2) years. New expiration date
June 30, 2025. AB 130(28)

Charter petition extension for one (1) year. New expiration date
June 30, 2026. EC Section 47607.4

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AFFIRMATIONS AND DECLARATION

The Circle of Independent Learning Charter School (“COIL” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the non-FUDTA member employees of COIL for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(d)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. Education Code Section 47605(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(d)(3)]
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

INTRODUCTION

In 1998, three very passionate Fremont Unified School District (“FUSD” or the “District”) teachers had a vision of a groundbreaking idea in education. What if we design a non-classroom based, independent study charter school that focuses on the *unique bent of genius* in every student? A school where every student has a personalized educational plan tailored just for him or her? An educational plan that enhances the abilities of the student, provides a systematic strengthening of the areas of weakness and is created with input from the student, their parent and the credentialed teacher? An education that truly assists students in becoming creative, lifelong, self-motivated thinkers and learners? An educational program where parents, students, and teachers all work together for the success of the student?

With this vision, the Circle of Independent Learning Charter School opened its doors in September of 1998, authorized by the Fremont Unified School District. In 2000 COIL had its first high school graduating class of four, and in 2018 it will graduate 68 high school students. Originally created as a conversion charter school from Vista Alternative School, COIL is now recognized as a successful and innovative independent study, personalized learning, educational solution that provides alternatives to students within Alameda County and any contiguous county. COIL, working in partnership with Fremont Unified School District, has received subsequent charter renewals in 2003, 2008, and 2013 from Fremont Unified School District and is accredited by the Western Association of Schools and Colleges (“WASC”).

Since opening in 1998, COIL has consistently realized growth in enrollment and interest from families to be part of the COIL family. This growth and interest not only indicates that there is a need in the community for this kind of personalized learning approach, but also demonstrates the quality of educational services COIL offers. This petition for charter renewal to FUSD seeks approval for another five-year renewal term from May 28, 2018 through June 30, 2023.

With a vision of discovering the unique bent of genius in each of its students, COIL offers an innovative alternative model of education called Personalized Learning. Our mission is to provide a “circle of learning” where the student, parent, credentialed advisory teacher, and support staff work together to develop a personalized learning plan tailored to the student and their individual needs and preferences. With a “blended” approach to the Personalized Learning model, students have choice in pursuing their education through a variety of avenues such as support classes, online classes, independent study, college classes or through a variety of other avenues. This flexibility provides students and their parents the opportunity to pursue learning choices that ultimately optimize the students’ learning potential according to their individual needs. This “circle of learning” collaborative, with the flexibility and innovation needed to meet the students’ needs and help them realize growth, demonstrates that an effective learning “classroom” goes well beyond the walls of the traditional public school building provides the keys to educational success for many students. COIL’s vision complements the District’s mission to provide equitable opportunities that educate, challenge, and inspire students of all ages, talents, and ability levels while preparing each with the skills required to adapt and to succeed in an ever-changing world.

COIL has strong and knowledgeable leadership. COIL's Executive Director holds a Bachelor's Degree, a Master's Degree in Educational Leadership, and an Administrative Credential. The Executive Director has 16 years of charter school and independent study knowledge and stays abreast of all applicable laws and regulations. COIL's Executive Director regularly engages with the charter school teachers, staff, and the larger COIL community, establishing strong ties and relationships with the various departments and schools of FUSD, Mission Valley Regional Occupation Program, local community colleges, charter school and administrative associations, and local and state legislators. COIL also enjoys administrative support at the District level— including contracted services such as business services, in addition to monthly principals meetings, all management meetings, and regular meetings with department managers and directors.

The COIL teaching staff—all California credentialed teachers with multiple subject and/or single subject credentials, and many with Master's degrees—have a very unique role that departs from the traditional role of daily lesson planning and classroom instruction. COIL teachers are resource and curriculum specialists, mentors, counselors, educational advisors, and teachers. In addition to their advisory responsibilities, they teach a wide range of on-site classes which offer further options for student success..

COIL's Executive Director and teachers engage in job-embedded professional development with an overall theme established during the August Staff Development Days. This training is then continued throughout the school year at monthly staff and Professional Learning Committee meetings.

COIL offers California State Standards based instruction with high expectations for all students. California State Standards include the Common Core State Standards ("CCSS"), the Next Generation Science Standards ("NGSS"), History-Social Science Standards, English Language Development ("ELD") Standards, and any other applicable state content standards (hereinafter, collectively "State Standards"). Students with special needs are provided with State Standards based lesson plans that use materials for their levels of understanding.

COIL uses periodic assessments to formulate lesson plans and check for progress towards grade level standards. Diagnostic assessments such as Renaissance Learning, STAR Reading and STAR Math assist with formulating specific reading and math goals. Formative assessments such as Accelerated Reader quizzes check for reading achievement during the school year.

The Written Agreement, signed by all parents, students, and teachers, outlines COIL's high expectations for both families and Charter School staff. These high expectations provide a foundation for all students to learn and achieve at high levels. Meetings between students, parents, and advisory teacher's also serve as formative assessments. Students and their parents meet at regular intervals with their COIL advisory teacher to evaluate learning and make new lesson plans. During these meetings students are evaluated using a scale that assesses their ability to demonstrate critical thinking levels. This evaluation method works especially well for oral presentations and assessing project-based learning. COIL students also participate in California Assessment of Student Performance and Progress ("CAASPP") assessments each year. COIL teachers often use the standardized testing data to determine areas of strength and areas requiring growth when developing academic goals with students and parents at the beginning of the school year.

This collaborative effort and personalized learning has resulted in COIL students going on to matriculate at schools such as: California Polytechnic University, Julliard, Brigham Young University, California College of the Arts, University of the Pacific, University of California Davis, and University of California Berkeley. Many have also gone on to local community colleges or vocational training.

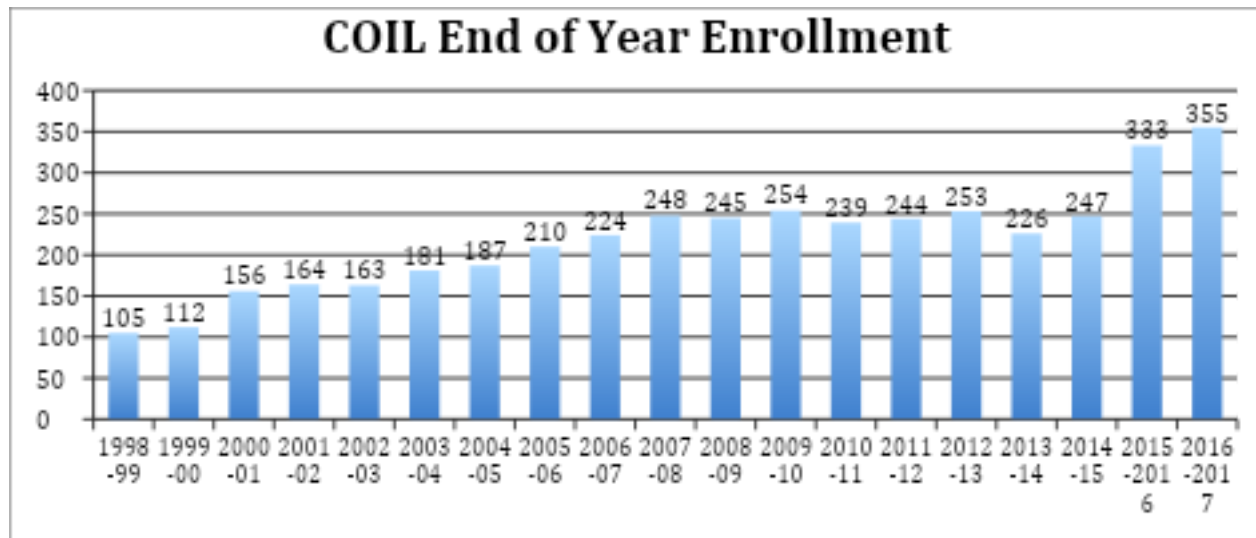
COIL has created a school culture based on trusting relationships between parents, teachers, and administrators. The spirit of collaboration, which permeates all that we do, is the result of a clear and jointly held vision. COIL's program embraces meaningful parent engagement where parents and Charter School staff work together in a respectful and supportive environment. The Charter School was designed by teachers and parents and hires administrators that respect parents as an integral part of their child's education. Appreciation and expressions of thanks are a regular part of the Charter School's social fabric as evidenced by staff and student celebrations and recognitions throughout the year.

From its inception, COIL has been a school that demonstrates a willingness to try new things. COIL's model of personalized education is based upon differentiation. COIL began evaluating students' critical thinking skills and using on-line curriculum and assessments before traditional schools, showing not only our willingness to try new things, but also our commitment to being a school that is ahead of the curve. To facilitate this innovation, COIL's Executive Director and teachers participate in meaningful professional development that is directly tied to their work duties and COIL offers parent and teacher training that focuses on finding ways to continuously improve teaching and learning.

The Circle of Independent Learning Charter School is, by design, a school that meets the *unique bent of genius* in every student, and as such, is able to provide a service to families that complements the goals of the Fremont Unified School District. We look forward to continuing this special relationship with the Fremont Unified School District via a renewal of the COIL charter in 2018.

ENROLLMENT PLAN

Since its inception, COIL has continued to grow. When COIL opened its doors in 1998, we began with 105 students and now have grown to 355, with students on a waiting list. The enrollment holds steady at approximately 350 students, not because of lack of interest but due to current space limitations. Working with FUSD, COIL is confident that within the next few years, we will have the opportunity to grow to meet the needs of the community and FUSD in servicing all students and their unique educational needs. COIL would like to grow to no more than 400-450, which would provide a strong fiscal position from which to provide a variety of programs and support for our students. However, COIL does not wish to grow to a size that does not allow us to maintain the close-knit, caring community, which supports the culture that has led to our success.



SUCSESSES AND ACCOMPLISHMENTS OF THE PRIOR CHARTER TERM: 2013-2018

- Awarded a six-year WASC Accreditation term in 2012 with subsequent successful mid-year cycle review
- Recognized by Educational Results Partnership (“ERP”) and the Campaign for Business and Education Excellence (“CBEE”) as a 2015 and 2016 California Honor Roll recipient
- Expanded list of approved UC A-G class course list by over 20 classes
- Implemented Math and ELA benchmark testing for K-12
- Implemented a system to monitor math progress and placement in high school math classes
- Hired Teachers and support staff to maintain 25 student ADA to 1 FTE teacher ratio and ensure special education student’s needs are met.
- Participated in Robotics competitions winning state, national, and international awards
- Represented COIL and FUSD at the Alameda County Mock Trial Competition for 10 years with several students earning individual awards and recognitions
- Implemented automated processes for class registration and other key school functions necessary for independent study compliance, thereby streamlining many processes for staff and teachers, ensuring data accuracy and integrity, and allowing for student and parent access to important monthly logs and continuous grades
- Completed teacher-led curriculum review and assessment of all COIL curriculum, identified needs, and recommended for purchase newer curriculum for an updated, streamlined and Common Core State Standards-based library
- Implemented PLC for 100% of teachers, with full staff support, and with teams meeting weekly throughout the school year
- Held COIL information meetings continuously throughout the school year and over the summer months, allowing for more community awareness, resulting in increased enrollment and campus awareness
- Although CAHSEE no longer applies, successfully targeted implementation of math and ELA remediation resulting in one or both tests passed
- 97% of students participating in site-based remediation courses showed improvement in one

or both subjects

- Implemented success plans (intervention planning) for math and English language arts for students who demonstrated an academic gap as noted by their California Assessment of Student Performance and Progress (“CASSPP”) and Renaissance Learning assessment tests. These students were given supplemental curriculum and/or assignment to onsite labs for intervention with progress tracked at each advisory meeting.
- Created a class, called Circle of Friends, for students with disabilities, to enable more interaction and communication skills practice..
- In partnership with FUSD and the Department of Rehabilitation (“DOR”), introduced COIL Junior and Senior SPED students to Transition Partnership Program (“TPP”) offerings
- Students created a Student Government Council, determined their rules of governance, set goals for programs and projects, and developed leadership skills both through Leadership class and through holding leadership roles within the COIL community
- Optimized COIL facilities to allow for needed staff space by reducing the number of classroom/lab spaces to 3 and increasing offices for teaching staff in the main office area
- Increased focus on specific student IEP goals, resulting in special education students realizing an overall increase in goal achievement and support as evident on their Renaissance Learning tests and CASSPP results

CHARTER RENEWAL CRITERIA

A. Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

The following shall serve as documentation confirming that the Charter School meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b)(4) (Also see Appendix ____ : CDE DataQuest/CAASPP Reports):

*Note on Testing Data

Assembly Bill 484 amended Education Code section 52052(e)(4) to allow schools that do not have an API calculated to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

The Charter School meets the charter renewal criteria established in Education Code Section 47607(b) by utilizing “the most recent API calculation” and “alternative measures” as allowed per Education Code Section 52052(e)(4)(A), as further specified below.

Analysis of the Most Recent API Calculation

LEGAL REQUIREMENTS FOR CHARTER RENEWAL	
Education Code Section 47607(b) – Charter School Must Meet at Least ONE Criteria for Renewal	
Renewal Criteria	Criteria Met
Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.	Yes
Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.	Yes; 2013 rank of 8, 2012 rank of 7, and 2011 rank of 6
Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.	Yes; 2013 rank of 9, and 2011 and 2012 rank of 6
The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.	Yes; see below
Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052	Not Applicable

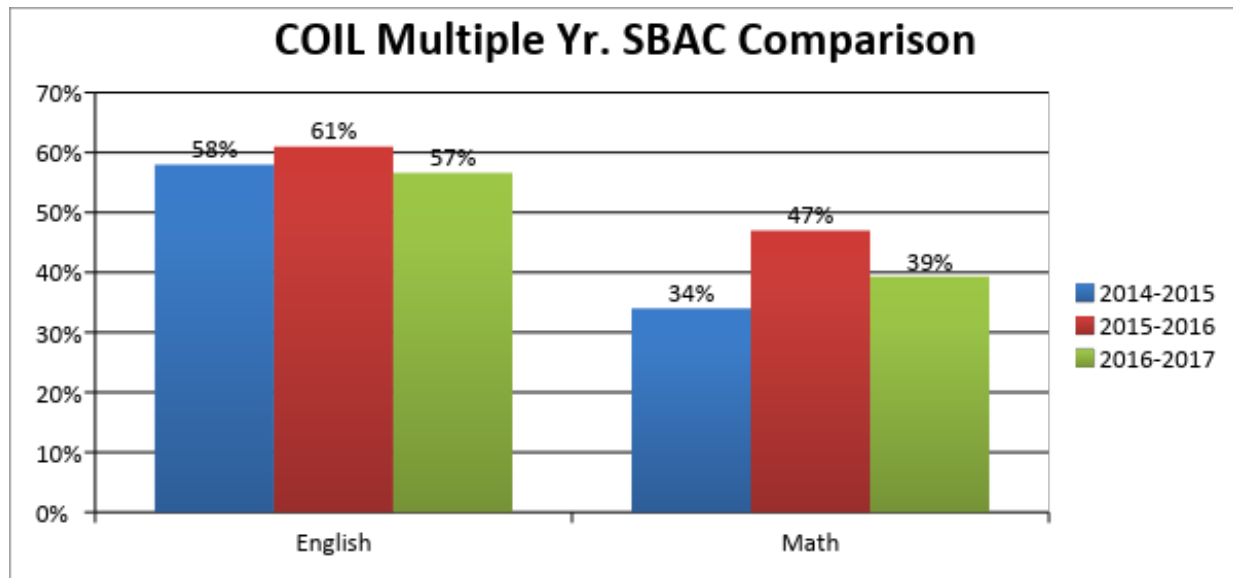
(Source: CDE DataQuest, accessed December 17, 2017)

STATE ASSESSMENT RESULTS

Analysis of Comparison Schools Data

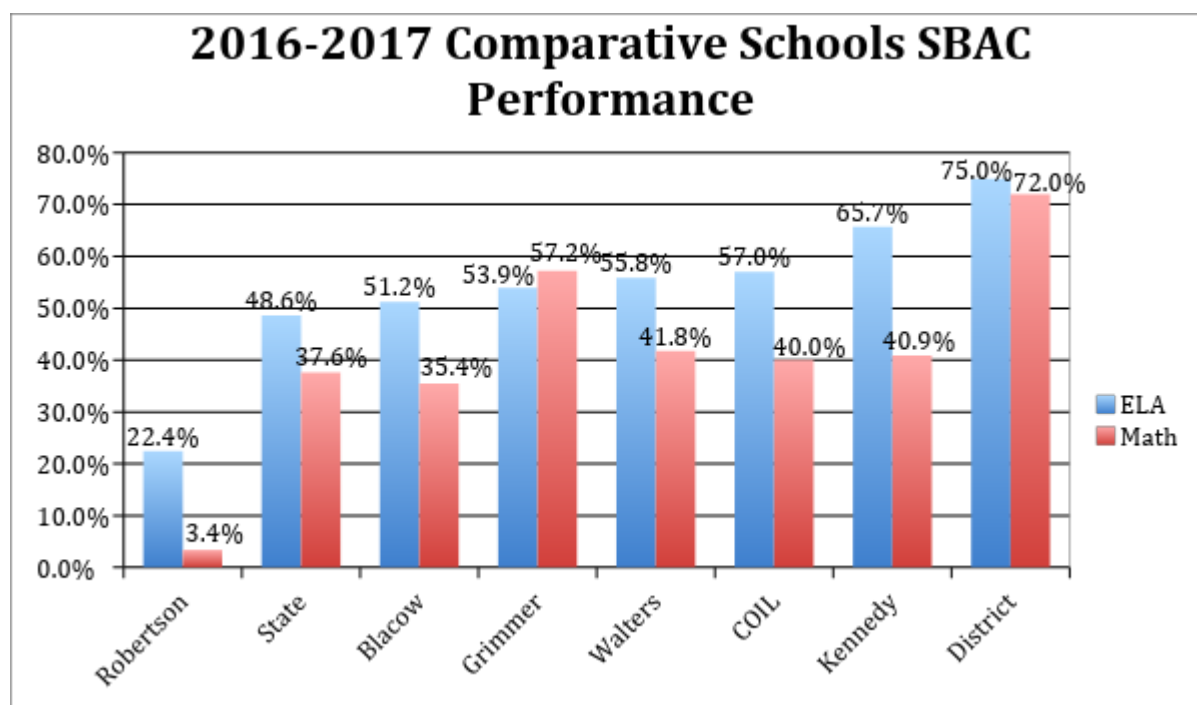
COIL CAASPP Scores, 2015-17: Percentage of Students Meeting or Exceeding Standards

Demographic	Assessment	2015	2016	2017
Schoolwide	ELA	58%	61%	56.63%
	Math	34%	47%	39.29%
Hispanic or Latino	ELA	46%	50%	44.45%
	Math	17%	24%	22.64%
Asian	ELA	94%	76%	63.24%
	Math	62%	66%	46.38%
White	ELA	39%	68%	58.82%
	Math	30%	56%	47.06%
English Learners	ELA	N/A	30%	6.25%
	Math	N/A	25%	0%
Economically Disadvantaged	ELA	41%	42%	48.89%
	Math	8%	15%	21.74%
Students with Disabilities	ELA	20%	20%	14.82%
	Math	7%	15%	11.11%



Comparison Schools That Are Demographically Similar in the District

School	Schoolwide Assessment	2015	2016	2017
Robertson High	ELA	10%	35%	22.41%
	Math	2%	2%	3.39%
E. M. Grimmer Elementary	ELA	46%	56%	53.88%
	Math	55%	64%	57.15%
John Blacow Elementary	ELA	37%	47%	51.22%
	Math	34%	38%	35.44%
G. M. Walters Junior High	ELA	52%	57%	55.81%
	Math	37%	46%	41.79%
John F. Kennedy High	ELA	68%	65%	65.7%
	Math	37%	38%	40.91%



Because FUSD does not have a school that directly reflects the grades inclusive of the same population of COIL (K-12), FUSD schools with similar SPED and EL populations were identified. These schools serve grades TK-6, 7-8 and 9-12. When COIL CASSPP results are compared to these schools within FUSD with a similar SPED (18%) and EL (12.4%) population, COIL's overall academic performance on the ELA and Math CASSPP tests were consistent with these schools. Further, COIL exceeded the State results in both Math and ELA.

The CAASPP tests were administered for the 3rd year in 2016-2017. With a new student enrollment of 41% for students within the testing range, COIL's learning model provided a tailored

opportunity to both identify and address specific student growth challenges, utilizing a variety of methods to help these students gain academic growth in ELA and Math. The above chart indicates that the ELA and Math proficiencies of COIL students were above the State results; and when compared to schools within FUSD with like student demographics (SPED, EL), COIL students performed consistently with their peers. While variation is anticipated due to the mobility and diversity of student population at COIL, rolling enrollment and size of COIL's population, COIL teachers were successful in influencing student individual growth by focusing on methods and strategies that were developed and shared in the teachers' Professional Learning Communities ("PLC"). As a product of PLC discussions and COIL family feedback, COIL increased the onsite Math and ELA class offerings, developed teacher led, online math instruction or utilized already available content, allowing students the ability to access instruction online at any time during their studies, as well as group and individual tutoring and focused intervention.

Accordingly, the Charter School has demonstrated increases in academic achievement for its students, and has performed as well as or better than comparison schools.

Conclusion

Thus, as demonstrated above, COIL meets the legal requirements for renewal, as defined in Education Code Section 47607(b)(1)-(4).

COIL meets the criteria set forth in Education Code Section 47607(b)(1)-(3) with its API results, and the academic performance of COIL students is consistent with the State of California, and similar demographic schools within the District on both ELA and Math Smarter Balanced Assessment tests, thereby meeting the criteria in Section 47607(b)(4).

Additional annual programmatic report, submitted to the District directly, contains additional data that supports renewal.

ELEMENT 1: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).

Governing Law: The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

Governing Law: If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements. Education Code Section 47605(b)(5)(A)(iii).

School Vision

COIL is designed to reach the unique bent of genius in each of its students through personalized learning.

School Mission

Our “circle of learning”—student, parent, advisory teacher, and community—work together to develop a personalized plan that best enables the student to discover his or her unique learning style and mature into an independent, life-long learner. Within this approach, students are provided with opportunities to grow through a variety of classes, activities, and field trips.

Target Student Population

COIL is available to serve students in grades TK-12 in Alameda County and its contiguous counties (Contra Costa, Marin, San Joaquin, Stanislaus, Santa Clara, San Mateo, and San Francisco). Currently, COIL is staffed to enroll approximately 355 students with approximately 40% in grades TK-8 and 60% in grades 9-12.

COIL will seek to achieve a racial and ethnic balance among its students that is reflective of the general population residing within the District. COIL’s goal is to continue to allow each enrolled student’s family to participate fully in the Charter School with the support needed to access all curricula and programs. As a public school, COIL does not charge fees or tuition. Further, COIL

does not discriminate on any protected classification described in Education Code Section 220, including but not limited to nationality, race or ethnicity, national origin, gender, gender expression, gender identity, sexual orientation, actual or perceived disability, religion, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics.

COIL will serve families who desire a State Standards-based, yet flexible and personalized, learning approach to education, using independent study and home based education as the primary method of instruction. As the parents from newly enrolled students express, at least 63 percent of parents are seeking a more personalized approach in education for their children, 19 percent are seeking flexibility to take college classes and 14 percent are needing to find an academic environment whereby their child can reduce anxiety or attend to medical issues. COIL's personalized independent study model addresses each of these key, educational needs for students seeking alternative, educational solutions.

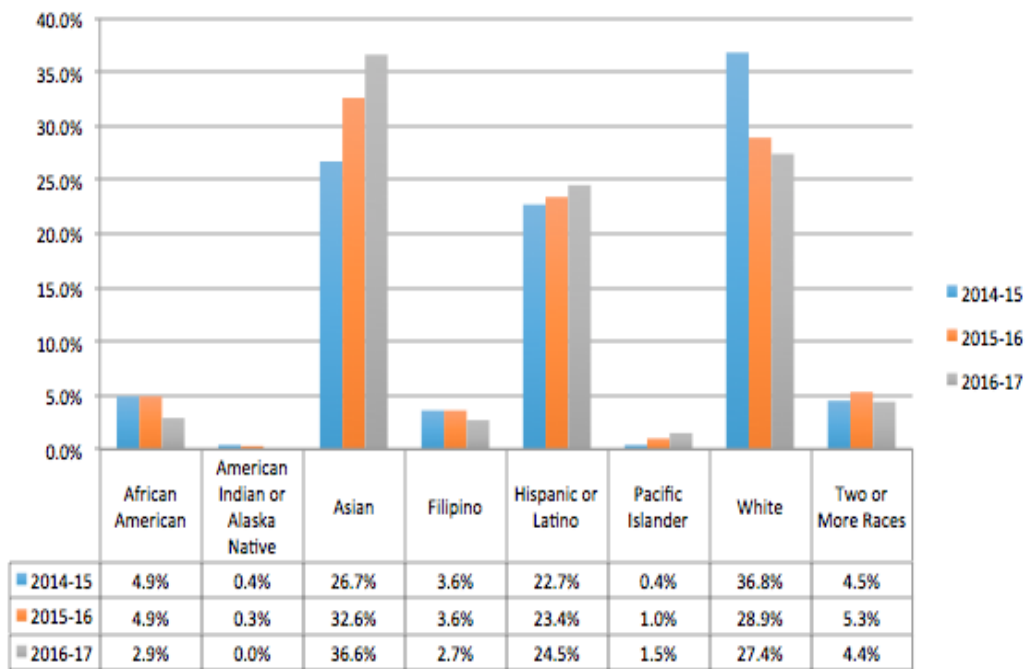
COIL's flexible and independent learning environment allows a wide range of students to enroll in COIL including:

- Students who have been attending COIL's personalized learning program
- Students who are struggling academically in the traditional classroom setting and need more individualized attention for academic success
- Students looking to accelerate their studies who need an educational plan that will keep them challenged and engaged in their learning
- Students who have discovered their talents and passions at an early age and need the flexibility that independent study allows in providing time to engage in athletics, dance, acting, etc. during the day while completing their studies in the evening
- Students in all bands of the educational spectrum, including but not limited to, special education, college preparatory, and gifted
- Students who want to combine career and technical training with their core academic courses
- Home study based students who want the support and accountability of a standard-based public school and accreditation

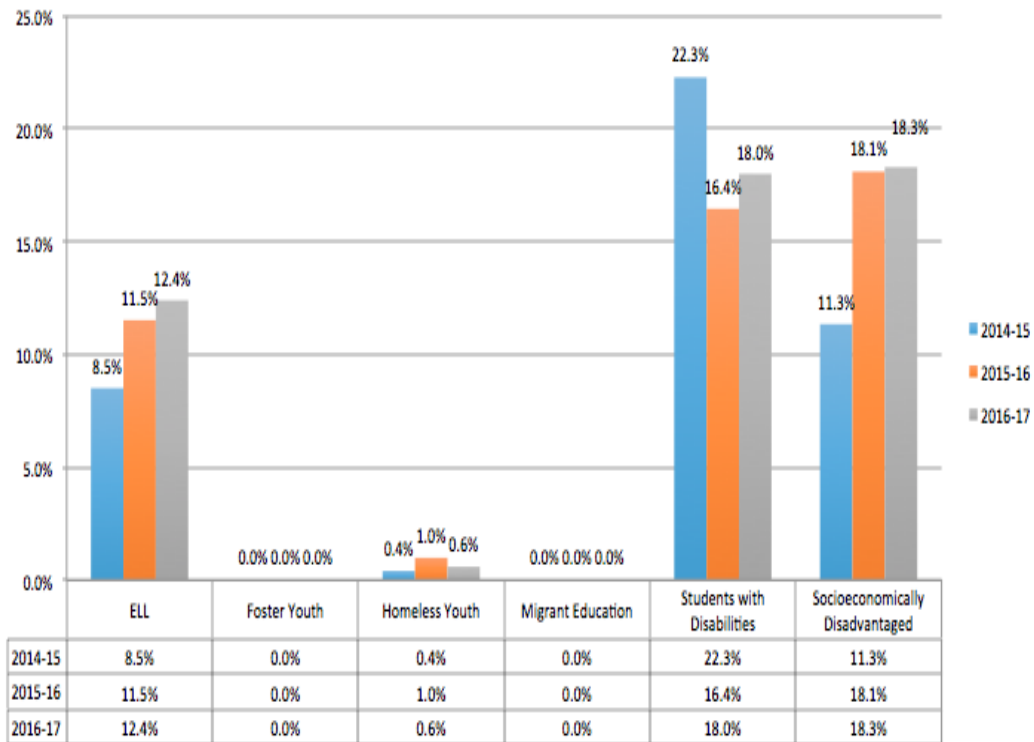
All COIL students are looking for a more personalized approach to education. At COIL, our advisory teachers work with students and parents to customize a learning plan where the curriculum is matched to students' learning styles through the use of diagnostic and formative assessments and evaluations are which are completed while honoring students' multiple intelligences. Although a non-classroom based charter school, COIL offers a variety of classes and activities to supplement and enrich home instruction, and provides opportunities for students to engage in many extracurricular activities through the school and the community. A social skills group and an art therapy class are provided as special services for SPED students seeking to develop their social skills.

COIL anticipates that students who enroll at COIL will be consistent with the pattern of subgroup enrollment realized over the past 5 years. We anticipate enrolling approximately 400-450 students in grades TK-12 by the end of this renewal term.

COIL Year to Year Student Ethnic Demographic



COIL Student Subgroups Year to Year



Attendance

COIL will follow the independent study laws regarding attendance as set forth in California Education Code including, but not limited to, instructional minutes and number of school days.

How Learning Best Occurs – Educational Philosophy

The philosophy of COIL is reflected in the school name: The Circle of Independent Learning. This circle includes teachers, families, students, private educators, and community organizations in the education of our students. COIL utilizes the full spectrum of learning experiences and expertise available in our community.

COIL believes that student learning best occurs through the facilitation of optimum choices for personalized student educational plans.

“Do not then train youth to learn by force and harshness; but direct them to it by what amuses their minds so that you may be better able to discover with accuracy the peculiar bent of the genius of each.” (Plato)

To this end COIL is designed to reach, through personalized learning, the unique bent of genius in each of its students. With a joint team of a teacher, student, and parent, a personalized educational plan is developed to best suit the student; this includes students performing at or above grade level, students performing below grade level, students with disabilities, socio-economically disadvantaged students, and English Learners. Utilizing a wide variety of curriculum choices and onsite support labs to best suit the students’ needs for success, the teacher, in collaboration with the parent and student, determines the best educational structure and support needed for the student. This personalized educational plan will be developmentally appropriate for each student, designed for the student’s particular bent of genius. While the plan will enhance the strengths of the student, it will also provide a systematic strengthening of his/her areas of weakness. Our school plan will enable students to become literate, self-motivated, life-long learners, academically prepared for the future.

The method used to reach each student should be as different and unique as the child. Each student has a personalized independent education plan that awakens and challenges his/her mind. This method provides a flexible approach for the implementation of the Common Core State Standards. Parents and teachers collaborate to listen, observe, and direct the student to find what will engage his/her mind. For example, discussing a concept may be intimidating to a student, while project-based learning may ignite a passion in the same student.

The general philosophy of COIL specifically recognizes the important role that a parent, as a home educator, plays in his/her child's education as exemplified by the following quote:

“We know from research and common sense that education will be most successful if it is a team effort involving both home and school...All children are a crucial part of California's collective future. The well-being of our whole society will depend largely on how well parents and teachers prepare and educate today's youth for tomorrow's world.” (Parents and Partners, California Department of Education, Sacramento, 1995, p.1)

All participants at COIL—parents, teachers, and students—are considered both learners and educators. Students are taught in individual and group settings, according to specific needs and courses being taken. Parents have the opportunity to attend workshops as needed and teachers will continue to develop educational skills to share with families and each other.

Parent Responsibilities to the Charter School

Parents who enroll their children at COIL accept the responsibility of implementing their children's education with the support of a credentialed advisory teacher and ensuring participation by their child in support labs and tutoring sessions.

Parents are required to sign a written agreement with COIL detailing the distribution of responsibilities for the provision of instruction, selection of curriculum, evaluation of the student's work, classes, and community-based learning experiences.

Specific parent commitments and responsibilities include the following:

- They must be willing to confer with the advisory teacher at preset intervals at which time the educational plan will be monitored, re-evaluated or redirected for continual optimal growth.
- They will follow each collaborated educational learning plan.
- They must oversee, review and/or correct their student's work and tests, and provide work samples for student portfolios.
- They are encouraged to be an active participant in their child's overall educational experience by participating in extracurricular activities with their child.
- They will help their child remain compliant to the COIL Master Agreement for Independent Study and COIL Acknowledgement of Responsibilities

Student Responsibilities to the Charter School

Students who enroll at COIL accept the responsibility to actively engage in schoolwork on each school day for the daily engagement time as communicated on the learning plan, and to act on three basic principles: respect, responsibility, and integrity. Students are encouraged to communicate regularly with their teachers for needed support and overall academic progress.

Students, along with their parent or guardian teachers and advisory teacher, are required to sign a written agreement with COIL detailing the distribution of responsibilities for the provision of instruction, selection of curriculum, and evaluation of the student's work, classes and community-based learning experiences.

Specific student commitments and responsibilities include, but are not limited to, the following:

- They must be willing to meet with their advisory teacher at preset intervals at which time their educational plan will be monitored, re-evaluated, or redirected for continued optimal growth.
- They must follow each educational learning plan.
- They must review, have regular assessments, and provide work samples to their advisory teacher.
- They must attend any scheduled onsite labs or tutoring sessions associated with their studies
- They must remain compliant to the COIL Master Agreement for Independent Study and COIL Acknowledgement of Responsibilities

Charter School Responsibilities

COIL supports its students and families by providing a team of well qualified advisory teachers. It is the responsibility of each advisory teacher to assess the needs of their students and provide the individualized curriculum and necessary materials required to implement the individual plan. Teachers and students will be paired according to areas of teacher expertise, student interests, and student needs whenever possible.

COIL will strive to meet the needs of all students, including those students who qualify for special education programs. Special needs of students will be met through individualized plans, which may include: tutoring, special interest classes, field studies, and consultations with experts in their fields.

Teaching Philosophy

At COIL we believe that a collaborative relationship between parent/guardian, student, assigned Advisory Teacher, subject matter teachers, and support teachers is the essence of a positive learning environment. Each advisory teacher is provided with technology and tools, access to all available curriculum materials, professional development, and support to ensure the highest level of educational experience possible. COIL teachers possess a wealth of knowledge and thus should be the first point of student contact for all questions that are academic or technical in nature. Each advisory teacher has the following responsibilities:

- Maintain professionalism at all times
- Maintain regular campus hours
- Conduct regular meetings with parents/guardians and students
- Create ongoing personalized learning plans and academic assessments for each student
- Collect and review work samples and provide constructive feedback for each student on a regular basis
- Respond as soon as possible to all emails, telephone calls, or online inquiries
- Provide at least 24 hours notice if a conference must be canceled or rescheduled

- Inform students of school updates/information from COIL
- Administer standardized tests
- Provide encouragement and support in all areas of student learning and achievement
- Meet with students for additional academic assistance individually or in small groups as necessary
- Provide interventions, recommendations, and individualized support for students who may be struggling
- Administer various academic assessments as part of the ongoing evaluation of progress and subjects mastery
- Model specific practices that will support instruction

Student Conduct Code

The goal of our educational program is to provide a school climate and atmosphere that encourages and provides for academic achievement, independence, responsibility, and physical and emotional well-being for all of our students. An orderly and non-threatening atmosphere is essential if learning is to take place.

COIL students will be treated with dignity and respect. The school environment will be positive and supportive of the students, enabling them to attend school without experiencing fear or undue anxiety. It is the goal of COIL to provide an atmosphere where each student can develop the academic and social skills necessary for independence and integrity in a changing society. An appreciation for the value of learning and development of self-discipline and a positive self-image will be encouraged. All members of our school community have a responsibility to ensure a positive learning environment. Civic, social, and ethical integrity, trust, acceptance, and concern for each individual must be fostered and demonstrated in order to achieve and maintain a positive school climate. These basic rights are the joint responsibility of parents, school staff, and students:

- School Staff - The staff has the primary responsibility for providing a teaching/learning environment that contributes to an atmosphere of trust and respect. The school staff is responsible for modeling and teaching behavioral standards in the classroom and throughout the school as a whole. The staff enforces the rules in the school and supports the administration in carrying out COIL's Discipline policy.
- Parents/Guardians - Parents/Guardians are responsible for enforcing their child's behavior based on the Parent/Student Handbook, the Conduct Code, and COIL's Discipline policy. Parents/Guardians work in partnership with the school staff regarding decisions affecting their son/daughter and the well-being of the school as a whole.
- Students - Students are responsible for following school rules and procedures established in the Conduct Code and elsewhere. Respecting the rights of others and demonstrating self-discipline are primary requirements for a positive school climate.

Please refer to COIL's parent/student handbook for further details - [COIL Parent/Student Handbook](#)

An Educated Person in the 21st Century

COIL believes that in order to be successful in the 21st century COIL students will need to be:

1. Effective communicators who:

- Utilize spoken and written communication
- Incorporate technology as a communication device
- Reflect self-expression and artistic appreciation
- Demonstrate literacy

2. Self-directed learners who:

- Set personal and collective goals
- Demonstrate organizational and time management skills
- Can evaluate and apply new information
- Apply logical reasoning to solve problems

3. Productive, responsible contributors to society who:

- Demonstrate respect for themselves and the rights of others
- Contribute time, energy, and talents to improve the quality of life in their schools, communities, nation, and the world
- Demonstrate self-reliance

Formulation and Implementation of Each COIL Student Educational Plan

At an initial meeting with the student, parent, and advisory teacher, a personalized individual plan will be formulated. This plan will be based on the needs of the student, which will be determined by:

- Previous testing
- The input of the parent and child
- Academic testing
- Assessment of the student's individual learning style
- The student's career and college goals
- Family dynamics
- Choice of materials available
- IEP Objectives or 504 Review

This plan will be monitored, re-evaluated, or redirected at regular intervals.

Programs Offered

A variety of learning methods and programs are available for use by COIL teachers. The needs and interests of the student and adherence to Common Core State Standards determine which programs are utilized.

Home Study/Independent study is the foundation of COIL's academic program. Students and parents are afforded the maximum amount of choice to personalize learning objectives and achieve student academic success through a blend of educational opportunities and materials provided by COIL. COIL students receive a significant amount of their daily instruction from a parent or

guardian, but may also work in an independent model depending on the student and the rigor of the material. Students studying in a more independent model tend to access their course content via:

- The defined materials in their learning plan
- An instructor in a hybrid (independent and onsite) model
- An online teacher/class
- A community college class
- A Regional Occupational Program (ROP)
- Other methods, as agreed to, and supported by the student's advisory teacher.

As a student reaches higher-level courses and/or begins high school, they tend to transition more to an independent study structure thus preparing them for success after high school.

Regardless of the learning method and program, the student, parent, and advisory teacher all work together to structure a learning plan that works for the student's needs and learning style while still aligning to State Standards. COIL advisory teachers support each student to help him/her reach his/her individual potential. Working with the student and family, the options that will best support the student's learning and long-term goals are identified, implemented, and monitored through regularly scheduled meetings.

COIL's curriculum is performance-based and addresses the individual needs, interests, developmental levels, and learning styles of each student. The use of both formal and informal diagnostic, formative, and summative assessment tools are used in determining each of these factors.

COIL advisory teachers are all qualified and credentialed teachers trained in various curriculum delivery methods. COIL's teachers regularly receive training and updates on the latest educational theories and instructional methods. Since each student responds differently to different teaching approaches, advisory teachers work with the students and home educators to help them determine the best fit. The advisory teachers, combining such areas as social studies, science, languages, and English, encourage interdisciplinary approaches. Parents receive training in various teaching techniques and, with input from the student, are encouraged to choose the teaching method that best fits the needs of their child. California State standards determine the skills for focus per grade level with all academics being supervised by qualified, credentialed teachers at regular meetings.

COIL offers a unique blend of directed independent study and enriched home study programs. Students can choose to take hybrid and/or enrichment courses offered by qualified credentialed teachers at the Charter School site. These courses are designed to support students by guiding them through curriculum with the support and instruction of credentialed teachers and offer opportunities to collaborate, cooperate, teach, and inquire in small group environments. Weekly, on-site core and elective courses provide college-prep, intervention assistance, or enriched peer engagement opportunities for COIL students.

In addition, on-site and remote access tutoring is offered through writing and math labs and one-on-one teacher assistance. This tutoring serves as an additional opportunity for students to receive small-group instruction to further facilitate their individual academic growth.

COIL also offers a Split-Day option. Split-Day is defined as participating in courses at other public or private instructional institutions. These additional Split-Day course offerings are as follows and apply to the noted grade levels:

- Taking courses at a student's school of residence within the Fremont Unified School District (grades 7-12)
- Participating in Career Technical Education (“CTE”) through the Mission Valley ROP (“MVROP”) or at their local high school (this option is restricted by availability at individual high schools)(grades 9-12)
- Taking courses at a local community college (grades 9-12)
- Taking courses through a privately funded online accredited course provider (grades 7-12)

Each of the above options has their own unique requirements for participation and/or cost reimbursement (where applicable). Students are limited in the number of Split-Day courses they can take in any given semester. Further, a student must maintain full time enrollment status at the Charter School at all times.

Students residing within the FUSD boundaries may also participate in extracurricular activities at their school of residence (with approval from the resident school). These activities may include:

- After School Band
- Clubs
- Dances
- Sports Programs

Curriculum and Instructional Program

Curriculum Offerings

To ensure the personalized educational needs of each student are met, COIL offers several California Standards based curriculum offerings for each subject and grade. Multiple delivery methods for courses are offered – online curriculum, hybrid (onsite and independent study), text Book, text Book with online supplemental, and project based. COIL offers a variety of Hybrid (onsite and independent study classes – 7-12), enrichment labs (K-6), and a small selection of onsite classes. The most effective curriculum and instructional model is selected for each student through collaboration between the Advisory Teacher, the parent, and the student. At each learning plan review meeting, the Advisory Teacher, student, and home educator will re-confirm the effectiveness of the curriculum selection and pace the student to successful completion of the assigned work.

For grades TK-8, curriculum is assigned for each core subject area, taking into account the unique needs of the student. The options vary from multiple textbook selections to online courses. Additionally, several supplemental options are available to further direct the students learning for optimal results. All the subject areas of focus are noted on the students’ Master Agreement, with the student paced through his/her courses and supplemental materials with the guidance of the Advisory Teacher and documented on their personalized learning plan. At a minimum, each student in K-8 has the following defined core academic subjects:

- English Language Arts
- Mathematics
- Social Science
- Science
- PE

Students are also given the opportunity to participate in enrichment classes and labs. Some examples of these are: Music, Reading/Writing, Art, Computers, Robotics, VEX, and Science exploration.

Accreditation and High School Program

Students in grades 9-12 are assigned classes based on academic ability, requirements for high school graduation, and year-to-date progress. COIL offers a wide variety of options for course content delivery. Each student's needs, post-high school aspirations, and learning styles are assessed to determine the best overall academic model and learning plan.

High school students (grades 9-12) are required to take 6 classes (or 30 credits) per semester. The exception to the high school course load requirement is for students taking split day courses or who may not need to take 6 classes each semester to meet the graduation requirements. In these instances, in order to be a full time student, a student will need to take 20 credit hours per semester, with a minimum of 8 classes per school year. Students must complete a minimum of 210 credits and 40 hours of community service in order to receive a diploma. There are additional course requirements for a student on a four-year college track and desiring to be eligible for college acceptance. For a complete list of course offerings, please refer to [COIL's course catalog](#).

COIL is WASC accredited which validates the integrity of a school's program, assures that a manageable system of change and self-evaluation is ongoing, and heightens the likelihood that a school's credits will be accepted by other public and private schools. COIL's graduation requirements closely mirror other local high school programs for general and UC requirements.

COIL High School Graduation Requirements

COIL requires a minimum of 210 credits completed and 40 hours of community service. The credits must be achieved through the following minimum requirements areas:

1. English – Language Arts – 4 years (40 credits)
2. Mathematics – 2 years (20 credits) *Students must successfully complete Algebra 1, in high school or prior to entering high school. Algebra 1 completed prior to 9th grade does not count towards the 20-credit math requirement.*
3. History – Social Studies – 3 years (30 credits)
 - a. World History – 1 year (10 credits)
 - b. United States History – 1 year (10 credits)
 - c. Economics – 1 semester (5 credits)
 - d. American Government – 1 semester (5 credits)
4. Science – 2 years (20 credits)
 - a. Physical Science (e.g. Chemistry, Physics, etc.) – 1 year (10 credits)

- b. Life Science (e.g. Biology, etc.) – 1 year (10 credits)
5. Visual/Performing Arts or LOTE or CTE – 1 year (10 credits)
6. Physical Education – 2 years (20 credits)
7. Health – 1 semester (5 credits)
8. Electives – 65 credits
9. 40 community service hours

COIL's personalized learning program provides students and their families the flexibility to work with rigorous and challenging curriculum that reflects the student's ability and goals. COIL offers core courses for general studies credit, college-prep credit, honors credit, and advanced placement credit. Each student and his/her Advisory Teacher, working with the school counselor, determines which type of credit and path the student will take and reflects the selected courses on the student's Master Agreement.

COIL offers a full menu of courses that meet the University of California a-g admission requirements thus enabling all students the opportunity to realize the post high school path they choose. COIL is committed to continuing to offer students the courses and opportunities necessary to enable them to meet even the most rigorous college entrance requirements. To view a list of COIL approved courses; visit the UC a-g course list at <https://hs-articulation.ucop.edu/agcourselist>.

All coursework completed and credits earned at COIL offer full transferability to other public high schools and may be considered to meet college entrance requirements. However, final decisions regarding which COIL credits/courses to accept are up to the school to which the student transfers.

COIL advisory teachers, in conjunction with the COIL student counselor, inform enrolled families about the transferability of our classes to other public high schools and the eligibility of our courses to meet college entrance requirements.

In addition to core general, college preparatory, honors and AP courses, and associated onsite labs, COIL offers a variety of elective classes: Mock Trial, Writing, Public Speaking, Student Government/Leadership, Yearbook, Robotics, Writing and Math support, and Art. Please refer to COIL's website for a complete course catalog and onsite class schedule.

Throughout the school year, COIL hosts several activities to provide for further student and family engagement and interaction. These activities include:

- Field Trips
- Winter Craft Day
- Spring Showcase
- Collaboration Day
- Prom
- Senior breakfast
- Spirit Day
- Community Service Day

COIL recognizes the importance of students having access to information about emotional support, academic requirements, the college admissions process, and the career and technical worlds. To

address this, COIL employs a credentialed school counselor to meet the needs of students and their families, mentor and guide Advisory Teachers, and provide direction to help all students fully realize a personalized learning program for ultimate student success. In partnership with outside agencies, COIL also contracts with a licensed mental health professional to provide services to those students who are in need of therapeutic services to help remove critical barriers to learning.

Academic Calendar and Instructional Minutes

The Charter School shall offer, at a minimum, the number of annual instructional minutes required by Education Code Section 47612.5(a)(1).

The Charter School will follow the FUSD school year calendar which has already been approved and is available on the FUSD website (www.fremont.k12.ca.us).

Addressing Student Needs

COIL strives to meet the needs of all our students. COIL meets the special requirements of each student within his/her personalized plan, regardless of Special Education qualification.

Plan for Students who are Academically Low Achieving

Students working below grade level are provided targeted instruction, through the creation of success plans, to work on foundational gaps thus enabling them to make gains towards grade level proficiency. These students work with their Advisory Teachers and attend tutoring sessions to help them progress in mastery in the targeted areas of need.

Plan for Students who are Academically High Achieving

Students needing more challenge are able to work at an accelerated pace and/or with more depth and complexity through customized plans that include Honors and Advanced Placement course work, and participation in one or more Split-day opportunities. The accelerated child completes grade level requirements quickly and can move on to exploring interests at a deeper level.

Plan for English Learners

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. All EL students will be ELPAC tested upon enrollment according to legal guidelines. COIL believes that all students who are not proficient in the English Language need every opportunity to be able to become proficient. COIL will train its Advisory Teachers to work with the parents and student to identify the student’s areas of weakness so that appropriate curriculum and resources can be provided to assist the student in becoming proficient throughout the educational process. COIL will administer the ELPAC annually until the student is proficient.

Home Language Survey

The Charter School will administer the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

English Language Proficiency Assessment

All students who indicate that their home language is "other than English" will be tested with the English Language Proficiency Assessments for California ("ELPAC"). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment ("SA")

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English, as determined by the home language survey, and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). Administering the test during the annual assessment window shall assess the English language proficiency of all currently enrolled English Learners.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Strategies for English Learner Instruction and Intervention

To best guide each student classified as English Language Learner, the Charter School will work as a team to guide and instruct each particular student. The team, including the student, parent/guardian, the Advisory Teacher and the EL coordinator who holds a CTEL, CLAD or BCLAD certification and other individuals involved in the students instruction, will work collaboratively to select the curriculum that will best serve the EL student, monitor and evaluate the student's progress, make adjustments as identified in regular informal assessments and provide tutoring opportunities specific to the needs of EL students. Goals for each student will be established and the Advisory teacher will monitor progress towards the achievement of the goals.

Monitoring and Evaluation of Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

Plan for Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Improvement Act (“IDEA”).

The Charter School intends to be categorized as a public school of the District in accordance with Education Code Section 47641(b). The District is a member of the Mission Valley Special Education Local Plan Area (“SELPA”). The section that follows describes the special education program at the Charter School as a public school of the District.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

The 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. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Executive Director and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student’s disability and the impact upon the student’s education. This

evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility of the student.

[Services for Students under the "IDEA" as a Public School of the District Pursuant to Education Code Section 47641\(b\)](#)

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the Mission

Valley SELPA. The Charter School shall remain, by default, a public school of the District for purposes of Special Education pursuant to Education Code Section 47641(b). However, the Charter School reserves the right to make written verifiable assurances that the Charter School shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium.

As a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, the Charter School seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools. The Charter School will follow the District and SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records. The Charter School will comply with District protocol as to the delineation of duties between the District central office and the local school site in providing special education instruction and related services to identified pupils. An annual meeting between the Charter School and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, will ensure that the Charter School and the District have an ongoing mutual understanding of District protocol and will facilitate ongoing compliance.

As long as the Charter School functions as a public school of the District solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), then we would anticipate that a Memorandum of Understanding (“MOU”) would be developed between the District and the Charter School which spells out in detail the responsibilities for provision of special education services and the manner in which special education funding will flow to the students of the Charter School.

The District shall be designated the Local Educational Agency (“LEA”) serving Charter School students. Accordingly, the Charter School shall be deemed a public school of the District pursuant to Education Code Section 47641(b) and 47646(a). The Charter School agrees to adhere to the requirements of the Local Plan for Special Education and to District policies. As a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, the Charter School seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools.

The Charter School acknowledges the importance of cooperating with the District so that the District can provide special education services to Charter School students. The Charter School agrees to promptly respond to all District inquiries, to comply with reasonable District directives, and to allow the District access to Charter School students, staff, facilities, equipment and records as required to fulfill all District obligations under this Agreement or imposed by law. The Charter School believes that the allocation of responsibility for the provision of services (including but not limited to referral, identification, assessment, case management, Individualized Education Program (“IEP”) development, modification and implementation) shall be divided in a manner consistent

with their allocation between the District and its school sites.

Staffing

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEA. Charter School staff shall participate in all mandatory District in-service training relating to special education.

It is the Charter School's understanding that the District will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists unless the District directs the Charter School that current District practice is for the individual school sites to hire site special education staff or the District and the Charter School agree that the Charter School must hire on-site special education staff. In that instance, the Charter School shall ensure that all special education staff hired by the Charter School is qualified pursuant to District and SEPLA policies, as well as meet all legal requirements. The District may review the qualifications of all special education staff hired by the Charter School (with the agreement of the District) and may require pre-approval by the District of all hires to ensure consistency with District and SELPA policies. The District shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow District policies as they apply to all District schools for responding to implementation of special education services. The Charter School will adopt and implement District policies relating to notification of the District for all special education issues and referrals.

The Charter School shall follow District policies as they apply to all District schools for notifying District personnel regarding the discipline of special education students to ensure District pre-approval prior to imposing a suspension or expulsion. The Charter School shall assist in the coordination of any communications and immediately act according to District administrative policies relating to disciplining special education students.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement District and SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

It is the Charter School's understanding that the District shall provide the Charter School with any

assistance that it generally provides its schools in the identification and referral processes, and will ensure that the Charter School is provided with notification and relevant files of all students who have an existing IEP and who are transferring to the Charter School from a District school. The District shall have unfettered access to all Charter School student records and information in order to serve all of Charter School's students' special needs.

In the event that the Charter School receives a parent written request for assessment, it will work collaboratively with the District and the parent to address the request. Unless otherwise appropriate pursuant to applicable State and Federal law, the Charter School and the District will provide the parent with a written assessment plan within fifteen days of receipt of the written request and shall hold an IEP within sixty days of parent's consent to the assessment plan to consider the results of any assessment.

The Charter School will follow District child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the District's general practice and procedure and applicable law. The Charter School shall work in collaboration with the District to obtain parent/guardian consent to assess Charter School students. The Charter School shall not conduct special education assessments unless directed by the District.

IEP Meetings

It is the Charter School's understanding that the District shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings or as otherwise agreed upon by the District and Charter School: the Executive Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. It is the Charter School's understanding that the District shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the District's IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the SELPA and State and Federal law.

The Charter School shall promptly notify the District of all requests it receives for assessment, services, IEP meetings, reimbursement, compensatory education, mediation, and/or due process whether these requests are verbal or in writing.

IEP Implementation

Pursuant to District policy and how the District operates special education at all other public schools in the District, the District shall be responsible for all school site implementation of the IEP. The Charter School shall assist the District in implementing IEPs, pursuant to District and SELPA policies in the same manner as any other school of the District. The District and Charter School will need to be jointly involved in all aspects of the special education program, with the District holding ultimate authority over implementation and supervision of services. As part of this responsibility, the Charter School shall provide the District and the parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all parent to school coordination and information exchange unless directed otherwise by the District. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology unless directed otherwise by the District. The Charter School shall comply with any directive of the District as relates to the coordination of the Charter School and District for IEP implementation including but not limited to adequate notification of student progress and immediate notification of any considered discipline of special education students in such matters, the petitioners would notify the District of relevant circumstances and communications immediately and act according to District administrative authority.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the District and Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law. In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the District within the same academic year, the District and the Charter School shall continue, without delay, to provide services comparable to those described in the existing

approved IEP, unless the parent and the District agree to develop, adopt, and implement a new IEP that is consistent with federal and state law. For students transferring to the Charter School with an IEP from outside of California during the same academic year, the District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the District conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the District, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The District shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students. The Charter School shall not hire, request services from, or pay any non-public school or agency to provide education or services to special education students without the prior written approval of the District. The Charter School shall immediately notify the District of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall follow District policies as they apply to all District schools for responding to parental concerns or complaints related to special education services. The Charter School shall instruct parents/guardians to raise concerns regarding special education services, related services and rights to the District unless otherwise directed by the District. The Charter School shall immediately notify the District of any concerns raised by parents. In addition, the Charter School and the District shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The District's designated representative, in consultation with the Charter School's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. The Charter School shall allow the District access to all facilities, equipment, students, personnel, and records to conduct such an investigation.

The Charter School and the District shall timely notify the other of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend. The District, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and the Charter School shall comply with the District's decision.

The Charter School and the District shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

Due Process Hearings

The District may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if the District determines such action is legally necessary or advisable. The Charter School agrees to cooperate fully with the District in such a proceeding. In the event that the parents/guardians file for a due process hearing, or request mediation, the District and the Charter School shall work together to defend the case. In the event that the District determines that legal representation is needed, the Charter School agrees that it shall be jointly represented by legal counsel of the District's choosing.

The Charter School understands that the District shall have sole discretion to settle any matter in mediation or due process. The District shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any Charter School student necessary to protect its rights.

SELPA Representation

It is the Charter School's understanding that the District shall represent the Charter School at all SELPA meetings and report to the Charter School of SELPA activities in the same manner as is reported to all schools within the District.

Funding

The Charter School and FUSD have entered into a MOU, which states that FUSD may invoice excess costs to COIL per mutual agreement between the two parties. The Charter School anticipates, based upon State and Federal law that the fiscal relationship could be summarized as follows:

Retention of Special Education Funds by the District

The District shall retain all state and federal special education funding allocated for Charter School students through the SELPA Annual Budget Plan, and shall be entitled to count Charter School students as its own for all such purposes.

Retention of ADA Funds by the District for Non-Public Placements

The Parties acknowledge that the District may be required to pay for or provide Charter School students with placements at locations other than at the Charter School's school site in order to provide them with a free appropriate public education. Such placements could include, without limitation, programs or services in other District schools, in other public school districts within the SELPA, in a County Office of Education program, in a non-public school, at home, at a hospital, or in a residential program. When such programs or services are provided at District expense, the District shall be entitled to receive from the Charter School the pro rata share of all funding received for such student, including, without limitation, all ADA funds, based on the number of instructional days or minutes per day that the student is not at the Charter School site.

Special Education Excess Cost

The Charter School recognizes that the District and the Charter School are currently negotiating the equitable share calculation of the Charter School's contribution under Education Code Section 47646(c). Until such time as agreement is reached, the Memorandum of Understanding ("MOU") between COIL and FUSD shall control. Once agreement is reached, the agreed upon equitable share contribution shall be a fully incorporated part of this charter. The Charter School agrees to use best efforts to reach an agreement with FUSD prior to the start of the 2018-2019 fiscal year.

Charter School Goals and Actions to Achieve the Eight State Priorities

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's Local Control and Accountability Plan ("LCAP"). Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available in Appendix. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

ELEMENT 2: MEASURABLE PUPIL OUTCOMES, and ELEMENT 3: METHODS OF ASSESSMENT

Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).

Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), and as addressed above in Element 1, the Charter School’s annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School’s Local Control and Accountability Plan (“LCAP”). Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available as Appendix A. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter through the annual LCAP update. The Charter School shall submit the LCAP to the District and County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site. The LCAP also contains methods of measurement of annual goals, actions, and outcomes.

The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the Charter School.

ELEMENT 4: GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

FUSD

COIL is authorized by Fremont Unified School District. COIL receives LCFF funding through FUSD, and spends the funds according to our COIL Governance Council approved budget. Three percent (3%) of the COIL's expenditures is given to FUSD annually for oversight purposes, pursuant to Education Code Section 47613(b). Services provided to COIL for this amount and a description of other contracted services are detailed in a memorandum of understanding ("MOU") between FUSD and COIL.

The Charter School will provide an annual report to the FUSD Board of Education. It will include the following information:

- Results of academic assessments
- Final budget/accountability information
- Results of parent/student surveys

Governance Council

The COIL Governance Council ("Council") currently consists of eight or nine voting members, composed of the following: three (3) elected parents, three (3) elected teachers, and two (2) or three (3) community members at large. The Executive Director reports to the Governance Council. The composition of the Council is subject to Article 41 of the FUSD/Fremont Unified District Teachers Association ("FUDTA") collective bargaining agreement.

The Governance Council functions as a site based decision-making body that meets monthly and is responsible for charter accountability and modifications, and for evaluating the effectiveness of the Charter School. This body is responsible for all financial decisions for COIL and approval of all staff hires at COIL.

The Governance Council meets at least once a year with parents to ensure parent input and receive parent recommendations. General program goals, including educational climate, flexibility, growth, and community interaction will be assessed at this time. The Governance Council also encourages the parents to maintain an active role in the Charter School.

All decisions of the Governance Council are the result of a majority vote. Material revisions to the charter may be proposed by COIL to the FUSD Board of Education at any time, after the COIL Governance Council has approved the changes.

The Governance Council hires the Executive Director for COIL. The Governance Council also evaluates the Executive Director and, if necessary, makes recommendations for improvement

and/or termination for unsatisfactory performance. The Governance Council determines the salary allotted to the Executive Director.

Conflict of Interest and Commitment of Confidentiality

The following provisions will prevent conflict of interest issues:

- Balance of membership on the Governance Council
- Completed and signed Statement of Economic Interest by each member of the Governance Council,
- Full Disclosure: All Governance Council members and staff members will be required to alert the Governance Council concerning any connections with groups doing business with the Charter School on an annual basis. If a conflict of interest is identified, any involved Governance Council member must abstain from discussion and voting on any matter that might affect the transactions between COIL and the other organization.

All Governance Council members will sign a conflict of interest and confidentiality agreement, ensuring that all communications in closed session during Governance Council meetings will be kept in confidence.

Governance Council Elections and Appointments

Three (3) parent members and one alternate will be nominated by the Governance Council. Parent candidates must attend at least one Governance Council meeting and have a student(s) enrolled at COIL for at least one year prior to seeking a position on the Governance Council. In case of students graduating mid-year from COIL, parent members may remain Council members until the end of the school year. Parent members of expelled COIL students must resign at the time of expulsion.

Subject to Article 41 of the FUSD/FUDTA collective bargaining agreement, three (3) teacher members may be elected annually by the COIL teaching staff, one from each of the three grade level spans represented at COIL: elementary (grades K-5), middle school (grades 6-8), and high school (grades 9-12).

Two (2) or three (3) community members at large will be appointed by the Governance Council.

Governance Council Officers

Governance Council officers shall include: President, Vice President, and Secretary. Other members of the Governance Council may be assigned to head up committees or lead school initiatives as need arises. All officers will be elected during the second meeting of the school year. The officers and their duties are as follows:

- President: Participates in meeting agenda development and conducts the meetings
- Vice President: Maintains the Governance Council Member binders and conducts meetings in the absence of the President

- Secretary: Takes and keeps the minutes at each meeting and provides clean copies to the Governance Council

Council Meetings

COIL Governance Council meetings comply with the Brown Act. All general business meetings are open. The President distributes the agenda and directs the meetings. Minutes are kept at each meeting and are available for review on site each month.

Notification of Meetings

Regular meetings of the COIL Governance Council shall be held consistent with the calendar for such meetings as established by the Council each year. If at any time any regular meeting falls on a holiday, (Federal, State or local), such regular meeting shall be held as the Governance Council shall determine. Each monthly meeting agenda will be posted on the Charter School website and physically in a public place 72 hours prior to each meeting. Printed copies of the agenda will also be available on the COIL office.

For more information regarding the COIL Governance Council, please see the Governance Council Policy, available on the COIL website at: [COIL Governance Council](#).

Responsibilities of Executive Director:

- Liaison between the COIL staff and the Governance Council and the FUSD staff, FUSD Board and the CDE
- Evaluate teacher performance based on self-evaluation procedure in accordance with Article 41: of the FUSD/FUDTA collective bargaining agreement.
- Evaluate all non-FUSD employees per the Governance Council approved evaluation tools
- Maintain all policies developed by the Governance Council.
- Control finances and provide a monthly review to the Governance Council.
- Orchestrate and oversee the payment of bills and ordering of materials. All purchases will be ordered according to the decisions of the Governance Council.
- Establish a pattern for the growth of COIL.
- Hire, oversee the evaluation procedure, and dismiss employees according to the FUDTA contract and approval of the COIL Governance Council.

Parent Involvement in Governance

As discussed above, parents play an important role by serving as members of the Governance Council.

In addition, COIL encourages parents to volunteer hours to create a community of sponsors for COIL, however it is not a requirement to do so.

Parents and community members may provide the following supplemental services and support:

- Teach special interest/needs classes
- Provide special needs support
- Participate in Field Trips and other enrichment activities
- Attend and provide FUSD teacher and parent workshops and agreed-upon services
- Encourage referral of students to COIL by FUSD and local hospitals
- Help with facility upkeep
- Facilitate communication between COIL and local communities
- Solicit donations from community organizations for COIL fundraisers
- Contribute equipment, furniture, and materials

ELEMENT 5: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(b)(5)(E).

Teachers

All advisory teachers must hold a valid California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. Once hired for the charter school, the teacher will be an employee of Fremont Unified School District and a member of the Fremont Unified District Teachers Association, subject to terms indicated in the FUDTA contract, Article 41.0 and all other applicable terms. They will be protected by all areas of the contract excluding those sections waived by mutual consent of FUSD and FUDTA. The return rights of employees are addressed in Element 13 below.

Executive Director

The Executive Director must actively support the vision of the Charter School. The Executive Director must have a certificated teaching credential and Administrative Credential, along with both accounting and educational experience. The Executive Director must have the necessary skills to perform all tasks described in the COIL Executive Director job description.

All Other Employees

The Charter School Governance Council shall determine qualifications for any other employees. Professional service agreements are used to hire recognized experts in their fields as consultants to provide Governance Council approved services. All employees must be guided by the personalized learning philosophy of the Charter School.

Employee Screening

All employee candidates who would be members of FUDTA will be taken from a list of prescreened applicants in the FUSD/COIL eligibility pool. A team of COIL staff and Governance Council members will interview candidates for all COIL positions. The Executive Director will then recommend candidates for hire, upon approval by the COIL Governance Council.

Teacher Evaluation

In agreement with the local teacher union regulations, all COIL teachers may vote annually on the use of COIL's in-house teacher evaluation instrument. If 80% of this vote reflects the use of an instrument other than in Article 10 of the FUDTA Agreement, a waiver process will be utilized where the Fremont Unified Teachers Association will determine final approval. Permanent COIL employees participate in a bi-annual or 5-year self-evaluation process. All temporary COIL teachers participate in an annual self-evaluation process. When performance criteria are not met, the Executive Director will provide recommendations for improvement and/or termination of

employment per the FUSD/FUDTA collective bargaining agreement. Should circumstances arise that require a cut in credentialed staff, surplus procedures are outlined in Article 9 of the FUDTA Agreement. The Governance Council must approve all decisions.

General Requirements

Each employee must meet the FUSD criteria and specific requirements of the Charter School as follows:

- Accept the philosophy of the Charter School
- Be screened for a criminal record summary
- Provide fingerprint record
- Show proof of tuberculosis risk assessment
- Be experienced in teaching multi grade levels and subject areas
- Exhibit proficiency in the basic computer skill areas.
- Enjoy working closely with parents
- Be willing to accept the parent as a vital partner in the learning process
- Participate in a goal setting/evaluation process concerning professional and program growth with other members of the teaching staff

Charter School substitutes will be requested as substitutes before use is made of the FUSD general substitute list.

Teacher In-services

All Charter School teaching staff will be encouraged to belong to professional organizations, providing valuable in-service in the areas of learning disabilities and academics. COIL provides in-service to our teachers based on the needs of the present population of students and to ensure the technological growth of our staff. All certificated teachers, who are members of FUDTA, shall comply with all required PLC and Essential Duties as negotiated between FUSD and FUDTA.

The contract between the Charter School and FUSD includes the inclusion of all COIL employees in the District's in-services.

ELEMENT 6: HEALTH AND SAFETY

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).

In order to ensure the health and safety of COIL students, families, and staff, the Charter School shall maintain and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These policies will be incorporated into the Charter School's Parent/Student Handbook and will be reviewed on an ongoing basis by the Executive Director and Council. The Charter School shall ensure that staff are trained annually on the health and safety policies. The comprehensive plan is updated annually and includes participation in the community disaster program.

The following is a summary of the health and safety policies of the Charter School:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Executive Director of the Charter School shall monitor compliance with this policy and report to the Council on a regular basis. The Council President shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter School.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Suicide Prevention Policy

The Charter School will adopt a policy on student suicide prevention in accordance with Education Code Section 215.

Emergency Preparedness

The Charter School shall adhere to a Comprehensive School wide Safety Plan drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake,

terrorist threats, and hostage situations. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Blood borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Council shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

ELEMENT 7: RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the charter school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).

The Charter School strives to maintain the racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction of FUSD by maintaining an open enrollment policy and recruiting students from diverse backgrounds.

Outreach

COIL's outreach process to encourage diversity in its enrollment includes, but is not limited to, the following:

- Maintaining the COIL website with information about COIL's program and enrollment procedures;
- Hosting informational sessions at COIL;
- Providing a description of COIL on multiple organization websites such as: APLUS, Great Schools, FUSD and the California Charter Schools Development Center;
- Accepting referrals from other entities, including, but not limited to, the following: Tri-City Voice, Bay Area parent, counseling centers, hospitals, FUSD staff and schools, and the Mission Valley SELPA;
- School video and brochure
- Parent and student referrals
- Making presentations about COIL and its program to local interest groups
- Participating in community events to establish COIL's presence and visibility in the local community.

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with subdivision (d). Education Code Section 47605(b)(5)(H).

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3. Admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School shall require students who wish to attend the Charter School to attend an orientation meeting with their parent/guardian, complete the registration process, sign the Master Agreement and Acknowledgement of Responsibilities forms, and submit the following:

1. Proof of minimum age requirements
2. Immunization records (must include Tdap)
3. Verification of residency (e.g. utility bill or another approved residency verification form)
4. Withdrawal form from previous school as well as proof of clearance of all fines
5. Transcript, if applicable
6. IEP/504 documents, if applicable

Special Note

All students with IEPs will be enrolled in COIL according to the same criteria as all other students. All IEPs for special needs students enrolled in the Charter School must be changed, according to Special Education regulations, to reflect the independent study education placement.

Public Random Drawing

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing (or “lottery”) to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year.

Admissions preferences in the case of a public random drawing shall be given to the following students in the following order:

1. Siblings of students admitted to or attending COIL
2. Residents of Fremont Unified School District
3. Children of COIL staff members not to exceed 10% of the total student population)
4. Previously enrolled COIL students who left COIL in good standing
5. All other applicants

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(d)(2)(B)(i)-(iv).

The COIL Governance Council will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list. This wait list will allow students the option of enrollment in the case of an opening during the current school year. More information about the lottery and waiting lists may be found in COIL's Admissions and Enrollment Policy. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform all applicants and interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

Pupils wishing to enroll must have the ability and motivation to work toward the stated goals and objectives of their plan.

ELEMENT 9: ANNUAL INDEPENDENT FINANCIAL AUDIT

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).

The Fremont Unified School District provides for an annual audit of the Charter School as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The auditor selected for the audit will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director will review any audit exceptions or deficiencies and report to the Governance Council with recommendations on how to resolve them. The Governance Council will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

ELEMENT 10: SUSPENSION AND EXPULSION

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605(b)(5)(J).

In order to provide for the safety of all COIL students and staff, an affirmative code of conduct has been created by the Governance Council and included in each Charter School activity permission form. This code emphasizes respect for all, and dictates specific behavior expected during group activities on campus and during family excursions. Consequences for infractions of this code will include these consequences:

- Respectful reminders
- Time out
- Parent/Student/Teacher conference

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect 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 noncharter 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.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. 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. The notice shall state that this Policy and Procedures are available on request at the main office.

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 ("IDEA") 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.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions longer than ten (10) days, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions longer than 10 days, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated,

but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

A. 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.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) 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.
- d) 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.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) 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 pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) 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.
- n) 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.
- o) 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.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, 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 pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. 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, which includes

but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- s) 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 pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened 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 pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated school personnel or volunteers, and/or 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 the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) 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 creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device,

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

- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet 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 pupil 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 pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (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 pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) 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.
- w) A pupil 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 pupil 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)(a)-(b).

- x) 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 Executive Director or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) 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 student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) 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.
 - d) 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.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h) 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 pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.

- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) 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.
- m) 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.
- n) 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.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, 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 pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. 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, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- r) 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 pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened 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 pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers, and/or 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 the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) 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 creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.

- ii. A post on a social network Internet 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 pupil 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 pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (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 pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3. 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.
- v) A pupil 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 pupil 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 (3)(a)-(b).
- w) 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 Executive Director or designee’s concurrence.

4. 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 pupil:
 - a) 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 student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

If it is determined by the Governance Council that a student has brought a firearm 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. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

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.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or the Executive 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 Executive Director or designee.

The conference may be omitted if the Executive 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 pupil 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, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil 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 pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. 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.

3. 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 Executive Director or Executive Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by the neutral and impartial Charter School Governance Council following a hearing before it or by the Governance Council upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Governance Council as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a

teacher of the pupil or a member of the Governance Council. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

As required by Education Code section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the pupil has committed an expellable offense.

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

F. 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 pupil.

1. 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 (5) 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity 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.
7. 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 entity 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.

8. 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.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil 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.
10. 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.

G. 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.

H. 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 Governance Council or the 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 pupil, 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 Governance Council will make a final determination regarding the expulsion. The final decision by the Governance Council shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Governance Council is final.

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

I. Written Notice to Expel

The Executive Director or designee, following a decision of the Council to expel, shall send written notice of the decision to expel, including the Governance Council'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 Executive 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.

J. 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.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Governance Council's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils 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.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Council 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 pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Governance Council following a meeting with the Executive Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Council following the meeting regarding his or her determination. The Council shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of District

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student that the Charter School or the District would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT 11: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).

All certificated employees of COIL will participate in the State Teachers' Retirement System ("STRS"). All non-certificated employees of COIL will participate in the Public Employees' Retirement System ("PERS") and federal social security. The Executive Director and the District will be responsible for ensuring that appropriate contributions are made to the respective retirement systems.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).

All certificated FUDTA members of the Charter School are employees of Fremont Unified School District. No public school district employee shall be required to work at the Charter School. The Charter School vacancies shall be put on the FUSD Vacancy Lists as provided in Article 9 of the FUSD/FUDTA collective bargaining agreement. Unassigned, surplus, and/or reassigned teachers cannot be placed in the Charter School vacancy without consent of the Governance Council nor will the Charter School be required to interview these teachers. The Charter School teachers have the right to apply for vacancies throughout the District with the same rights as any other District Temporary, Probationary, and Permanent teacher. This includes the rights afforded in case of surplus at the Charter School.

The Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law and in accordance with Article 41 of the FUSD/FUDTA collective bargaining agreement.

ELEMENT 14: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).

Disputes Between the Charter School and the District

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School will consider changes to the process outlined below as suggested by the District.

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format (“dispute statement”) and to refer the issue to the District Superintendent and Executive Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Internal Disputes

Internal disputes related to COIL's operations will be handled according to the COIL Internal Dispute Policy. COIL maintains and complies with a Uniform Complaint Policy and Procedures as required by state law, and the FUSD/FUDTA collective bargaining agreement. Parents, students, Governance Council members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

ELEMENT 15: CLOSURE PROCEDURE

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).

The following procedures have been adopted to provide the least intrusive school closure for COIL families, staff and Fremont Unified School District.

1. Closure of the Charter School will be documented by official action of the Governance Council. The action will identify the reason for closure. The COIL Executive Director, in partnership with FUSD staff, will conduct all school closure-related activities. If the Executive Director is not available, the interim or Assistant Director will serve this role.
2. The Charter School will promptly notify the following entities in writing of the closure as well as the effective date of the closure, within one week of the final decision by the Governance Council to close the Charter School:
 - All COIL students and parents
 - FUSD
 - Mission Valley SELPA and FUSD Special Education Department
 - The retirement systems in which the Charter School's employees participate
 - Alameda County of Education
 - California Department of Education

This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Council's decision to close the Charter School.

3. As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All high school transcripts will continue to be maintained by the FUSD MIS department. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

4. The Charter School will develop a list of students in each grade level and the classes they have completed, together with information on their districts of residence, which they will provide to the FUSD Instructional Services and Division.
5. As soon as reasonably practical, the Charter School will prepare final financial records. COIL will also have a final independent audit completed within six months of the school closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

6. On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

7. As specified by the Budget in Appendix B, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

Budgets and Financial Reporting

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(g).

Attached, as Appendix B, please find the following documents:

- Budget narrative and assumptions
- A projected subsequent fiscal year based on current LCFF calculation

These documents are based upon the best data available to the petitioners at this time.

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

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card ("SARC"), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(g).

The Charter School will pay the District 3% of its expenditures for substantially rent free facilities and administrative services as outlined in a Memorandum of Understanding between COIL and FUSD, which includes, but is not limited to, financial management, accounts payable/receivable, payroll, and property and liability insurance. The Charter School may also purchase additional purchases for additional costs pursuant to the terms of the MOU.

Facilities

Governing Law: The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(g).

The Charter School is located at the Hyman Building (on the Adult School Campus) at 4700 Calaveras Avenue, Fremont, CA 94538.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(g).

The Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The Charter School will purchase all applicable insurance and fidelity bonding to secure against financial risks.

Insurance amounts shall be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School's Governance Council shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless FUSD, its officers, directors, and employees, attorneys, agents, representatives,

volunteers, successors and assigns (collectively hereinafter “FUSD and FUSD Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees whether or not suit is actually filed, and/or any judgment rendered against FUSD and/or FUSD Personnel that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's use or occupation of the facility, including but not limited to any acts or errors or omissions by the Charter School, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns (collectively “Charter School”), and also any obligation the Charter School might incur under any and all agreements with FUSD. This indemnity provision shall exclude actions brought by third persons directly against FUSD arising out of acts of willful misconduct or the negligence of FUSD. FUSD shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Charter School, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “Charter School and Charter School Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees whether or not suit is actually filed, and/or any judgment rendered against Charter School or Charter School personnel that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the FUSD's shared use or occupation of the facility, including but not limited to any acts or errors or omissions by FUSD, its Board of Trustees, administrators, employees, agents, representatives, volunteers, successors and assigns (collectively “FUSD”), and also any obligation the FUSD might incur under any and all agreements with the Charter School. This indemnity provision shall exclude actions brought by third persons directly against the Charter School arising out of acts of willful misconduct or the negligence of the Charter School

Oversight

Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. FUSD staff reviews COIL's annual report and makes recommendations to the FUSD Board for acceptance. In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisorial oversight of the Charter School not to exceed one (1) percent of the revenue of the Charter School. In accordance with Education Code Section 47613(b), the District may charge up to three (3) percent of the revenue of the Charter School if the Charter School is able to obtain substantially rent free facilities from the District. Pursuant to Education Code Section 47613(f), “revenue of the charter school” is defined as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

APPENDICES

Appendix A: LCAP

Appendix B: Budget and Budget Narrative